

# MATANUSKA-SUSITNA BOROUGH

2008-2009  
OVER-THE-COUNTER LAND SALE



[www.matsugov.us](http://www.matsugov.us)

Project Number 09-012  
MSB Case Number 006071

\$10.00 (picked-up)  
\$15.00 (mailed)

## TABLE OF CONTENTS

---

|                                |  |               |
|--------------------------------|--|---------------|
| <b>SECTION I.</b>              | <b>SUBMITTING PURCHASE REQUESTS</b>                                | <b>PG 1-2</b> |
| <b>SECTION II.</b>             | <b>TERMS &amp; CONDITIONS OF SALE</b>                              |               |
|                                | GENERAL INFORMATION  | PG 3          |
|                                | TERMS AND CONDITIONS OF SALE                                       | PG 3-10       |
|                                | FLOOD HAZARD ZONE DESIGNATIONS                                     | PG 11         |
|                                | ZONING, LAND USE & BUILDING REGS                                   | PG 12         |
|                                | MANDATORY LAND USE PERMIT  | PG 13         |
| <b>SECTION III.</b>            | <b>GENERAL PURPOSE PARCELS<br/>INFORMATION &amp; MAPS</b>          |               |
|                                | PARCEL LISTINGS AND LOCATION MAPS                                  | PG 14-31      |
| <b>SECTION IV.<br/>(Green)</b> | <b>AGRICULTURAL PARCELS (AG)<br/>INFORMATION &amp; MAPS</b>        |               |
|                                | PARCEL LISTINGS  | PG 32         |
|                                | ADDITIONAL CONDITIONS  | PG 33-36      |
|                                | LOCATION MAPS  | PG 37-40      |
|                                | SOILS MAPS   | PG 41-44      |
| <b>SECTION V.</b>              | <b>CHECKLIST &amp; FORMS</b>                                       |               |
|                                | CHECKLIST  | PG 45         |
|                                | FORM A - Purchase Request/Terms of Purchase                        | PG 46         |
|                                | FORM B - Applicant Qualification Statement                         | PG 47         |
|                                | FORM B-1 - Statement of Intent (Use Ag Land)                       | PG 48         |
|                                | FORM B-2 - Citizen and Residency Verification                      | PG 49-50      |
|                                | FORM C - Non-Collusion Affidavit                                   | PG 51         |
|                                | FORM D - Income & Expense Summary                                  | PG 52         |
|                                | FORM E - Employment Information Release                            | PG 53         |
|                                | FORM F - CBC Mortgage Services (credit report)                     | PG 54         |
|                                | FORM I - Privacy Policy Notice                                     | PG 55         |
| <b>SECTION VI.</b>             | <b>SAMPLE DOCUMENTS</b>  |               |
|                                | General Purpose Parcels & Agricultural (AG) Parcels (AG in green): |               |
|                                | Purchase Agreements  |               |
|                                | Quitclaim Deed   |               |
|                                | Deed of Trust  |               |
|                                | Deed of Trust Note   |               |
|                                | AG Sale Covenants, Conditions & Restrictions (CCR)                 |               |

**SECTION I.**  
**SUBMITTING PURCHASE REQUESTS**

**Throughout the sale, Land and Resource Management Division will provide an updated list showing new parcels, parcels sold or with purchase requests pending, and any changes to parcel information.**

**New parcels will be added as an addendum to the brochure periodically.**

- **Submit Dates:** (sale runs approximately 1-year in length)  
**10:00 A.M. October 6, 2008 through 3:00 P.M. September 26, 2009**  
(PURCHASE REQUESTS WILL NOT BE ACCEPTED ANY EARLIER OR LATER THAN ABOVE DATES AND TIMES)
- **Submit To:**  
MSB Purchasing Division  
350 E. Dahlia Ave.  
Palmer, AK 99645
- **More Than One Submittal?**  
Submit EACH purchase request in SEPARATE, SEALED ENVELOPE, clearly labeled with:

OVER-THE-COUNTER SALE  
PROJECT NUMBER 09-012

Parcel No. \_\_\_\_\_ (enter appropriate 5-digit number)  
Name of Applicant submitting offer

- All forms may be reproduced from this brochure for purpose of multiple submissions
- All forms must have original signatures
- Each purchase request must be submitted on the Purchase Request Form (Form A) and any other required forms noted on the CHECKLIST.
- Applicant(s) responsible for completing and submitting all documentation shown on the CHECKLIST.
- Failure to submit all required documentation will cause Matanuska-Susitna Borough rejection of purchase request
- Deposits will be held and applied according to the terms and conditions disclosed in this brochure for successful applicant(s)

Comments concerning this Over-The-Counter Land Sale brochure must be made in writing, no later than October 1, 2008. Comments based on omissions, errors, or content of this document, may be disallowed if not made in writing and received at the borough address given above no later than October 1, 2008. Address all comments to: Purchasing Officer, Matanuska-Susitna Borough, 350 East Dahlia Avenue, Palmer, AK 99645.

The Matanuska-Susitna Borough is not obligated to sell the parcels identified for sale through this program, or pay any costs incurred by parties participating in the submission or preparation of requests. The Matanuska-Susitna Borough reserves the right to: 1) reject any and all applications; 2) reject any and all parties whom it has determined do not meet the qualification requirements or do not possess the financial ability to repay the amount being financed under Option B; 3) accept an application without further discussion; 4) waive any informality in the application received; 5) accept that application which will be in the best interest of the borough; and 6) withdraw any parcel from this sale at any time for any reason.

**A PURCHASE DEPOSIT IS NOT REQUIRED WITH THE PURCHASE REQUEST. THE  
DEPOSIT WILL BE REQUIRED AT THE TIME A PURCHASE AGREEMENT IS SIGNED.**

QUALIFICATIONS:

- Only qualified applicants are eligible to participate
- All applicants required to complete the Qualification Statement (Form B)
- If applicant represents a company, a copy of the company's current state and MSB business licenses must be provided with Forms A and B
- If applicant represents another individual or entity, including a partnership, corporation, association, trust or estate, proof of authority to sign on behalf of the principal(s) must be provided with Forms A and B.
- **You must be at least eighteen (18) years of age to submit an OTC purchase request.**

SUCCESSFUL APPLICANTS:

- All purchase requests shall be date stamped and recorded upon receipt by the Purchasing Division noted on the Purchase Request (Form A)
- For any one parcel, the first qualified party who submits a purchase request as evidenced by the time and date stamped on the Purchase Request (Form A), shall be named as the successful applicant, pursuant to MATANUSKA-SUSITNA BOROUGH 23.10.090

DISQUALIFICATION: Any of the following shall automatically disqualify a purchase request:

- a. purchase request is submitted for less than the Purchase Price;
- b. purchase request form and other required forms are not completed in full, manually signed with original signature(s), and submitted;
- c. unsealed purchase request envelopes will be disqualified and rejected by MSB Purchasing; and
- d. purchase request is received prior to 10:00 A.M.. October 6, 2008 or after 3:00 P.M. September 26, 2009.

BACKUP PURCHASE REQUESTS:

- Matanuska-Susitna Borough may retain back-up purchase requests on any parcel receiving more than one (1) request
- In the event first applicant fails to properly complete, sign and return purchase agreement and ***complete the transaction*** under the terms required by this invitation, the acceptance of the purchase request will be cancelled by the Matanuska-Susitna Borough
- Next back-up purchase request applicant(s) will be notified in the same manner as the initial applicant and will become the new successful applicant
- This process will continue until such time as Matanuska-Susitna Borough has obtained an executed purchase agreement under the terms required by this invitation or no back up purchase requests remain

**IT IS THE APPLICANT'S RESPONSIBILITY TO:**

- **CHECK WITH PURCHASING DIVISION FOR ANY CHANGES OR CORRECTIONS PRIOR TO SUBMITTING PURCHASE REQUEST; and**
- **ENSURE ALL PROPERTY DOCUMENTS AND PAYMENTS ARE INCLUDED IN SUBMITTAL ENVELOPE.**

**SECTION II.**  
**TERMS AND CONDITIONS OF SALE**

**AVAILABLE PARCELS:**

- Parcels available for purchase will be updated periodically and added to brochure as an addendum
- New parcels, parcels sold or purchase request pending and/or any changes to parcel information will be included in updates
- Sold parcels will be removed from sale at time of closing
- All Back-Up Bids for a parcel in a competitive sealed-bid land sale will be honored before parcel is added to Over-the-Counter Land Sale.

**PURCHASE PRICE:**

- Purchase price for each parcel is disclosed on parcel listing
- Purchase price has been established for each parcel in accordance with MSB 23.10.060 (A) and 23.05.005 (A)(17)

**FAILURE TO PERFORM ON PURCHASE AGREEMENT:**

- Matanuska-Susitna Borough (MSB) code provides that applicants who have not paid a deposit or have failed to perform under a contract involving borough land during the previous five (5) years will not be a qualified applicant
- It shall be the sole responsibility of applicant to perform under the terms and conditions of the offering when submitting purchase requests on one (1) or more parcels
- Failure to perform will result in the applicant being disqualified from this and future MSB land sales for a period of five (5) years

.....  
**TERMS & CONDITIONS OF SALE:**

1. **ALL INTERESTED PARTIES ARE URGED TO INSPECT EACH PARCEL BEFORE SUBMITTING A PURCHASE REQUEST. MSB ASSUMES NO LIABILITY FOR MATTERS, WHICH WOULD HAVE BEEN DISCLOSED BY AN INSPECTION OF THE PROPERTY.**
2. Each purchase request must include the One Hundred Dollar (\$100.00) processing fee in the form of a money order, cashier's or certified check (bank draft) and be submitted using the Purchase Request Form (Form A) and any other forms supplied in this brochure (reproduction is allowed for additional forms as required) or supporting documentation required from applicant(s) according to the terms and conditions of this sale. **Personal or business checks, credit or debit cards will not be accepted.**
3. **FINANCIAL OPTIONS:**
  - Applicant(s) must indicate on the Purchase Request Form (FORM A) the financial option selected to close the transaction. There are two (2) financial options available for a Purchase Price:  
**Option A "ALL CASH"**
    - Applicant(s) will pay in cash at closing - the purchase price *plus* closing costs
    - Purchases Five Thousand Dollars (\$5,000) or less *must* be Option A "All Cash"
    - Purchases greater than Five Thousand Dollars (\$5,000) may be either "All Cash" or "Terms"

#### Option B "TERMS"

- Applicant(s) will pay in cash at closing - down payment indicated on the Purchase Request Form (must be at least the twenty percent 20%) *plus* closing cost
- Remaining balance may be financed upon approval by the Credit Committee
- Applicant(s) shall execute at closing - a first lien Deed of Trust and Note, secured by the property sold, in favor of the MSB
- **For all parcels EXCEPT Agricultural parcels,**
  - Initial principal amount *up to* Ten Thousand Dollars (\$10,000) payable on term of five (5) years in sixty (60) equal monthly payments
  - Initial principal amount of Ten Thousand Dollars (\$10,000) *or greater* payable over ten (10) years in one hundred twenty (120) equal monthly payments
  - At the time of publication of this brochure, all notes for an initial principal amount *equal to or less than* Twenty-five Thousand (\$25,000.00) will be at a rate of seven and one-quarter percent (7.25%) per annum
  - Notes for an initial principal amount of *more than* Twenty-five Thousand (\$25,000.00) will be at a rate of ten and one-quarter percent (10.25%) per annum
  - MSB uses a fixed interest rate on its financed land sales. As a result of changes to the 12th Federal Reserve Discount Rate interest rates may be subject to adjustment prior to the signing of the purchase agreement
  - Credit Committee will review applicant(s) financial capability to repay the debt based on term selected by applicant(s)
- **For Agricultural parcels only,** note will be payable on a term selected by applicant(s) of either five (5), ten (10), fifteen (15), or twenty (20) years in sixty (60), one hundred twenty (120), one hundred eighty (180) or two hundred forty (240) equal monthly payments respectively.
- Applicant(s) using financing option must verify financial ability to repay amount financed so must submit information shown on the CHECKLIST with purchase request.
- **Applicant's financial information must be submitted in separate envelope marked "CONFIDENTIAL" and labeled with the applicant(s) name and all the parcel number(s) being requested**
- A separate check, payable to MSB for Seventy-five and 75/100 Dollars (\$75.75) per individual applicant name or Seventy-six and 50/100 Dollars (\$76.50) per married couple, must be submitted with FORM F. This additional fee is to purchase a credit report.
- Financial review may not be limited to examination of credit history, disclosure of other debt obligations and statement of income. Self-employed individuals and businesses (regardless of type of entity) in particular need to supply additional documents to verify income or net worth upon request. Under the terms of the purchase agreement, additional pertinent information to verify income or expenses during financial review must be provided to MSB upon request.

Applicant(s) should be aware that terms and conditions of financing offered by MSB prohibits the property from being subdivided, or ownership being transferred without the specific consent of the lender during the loan term. **For agricultural parcels:** if loan term is longer than ten (10) years, then restrictions under the loan would survive and exceed the expiration of the ten (10) year rule set forth in the Declaration of Covenants, Conditions and Restrictions regarding the subdivision of the Farm Unit.

**MSB may refuse to approve borough financing based on the analysis of the applicant's ability to repay debt which may take into consideration prior delinquency in payment of taxes, rents, default in payments toward any contracts or loans, or for other good cause.**

4. PURCHASE AGREEMENT:

- If purchase request is accepted in writing by MSB, within ten (10) business days of receipt of written notification, notified applicant(s) must properly complete, acquire all applicant(s) signature(s) and return purchase agreement document provided by MSB and submit to MSB the required down payment in the form of a U.S. Postal Money Order or certified or cashier's check (bank draft).
- Packages postmarked within required ten (10) business days and returned by mail will be considered timely.
- Purchase agreement will be included in the notification of acceptance package.
- Once Borough Manager has signed purchase agreement, applicant will be deemed the Purchaser.
- If sale is financed by MSB, the balance of the twenty percent (20%) minimum down payment will be required at closing.

5. PURCHASE AGREEMENT DEPOSITS:

- Purchase agreement deposits submitted by purchaser will be retained by MSB until transaction closes or otherwise terminates.
- MSB will not pay interest on any deposits held for any reason.

6. DEPOSIT FORFEITURE:

- In the event purchaser properly completes, signs, returns purchase agreement document and required down payment, *and then fails to meet any and all terms and conditions contained in the purchase agreement*, up to One Thousand Dollars (\$1,000) of monies deposited may be retained by MSB as a deposit forfeiture; **EXCEPT**, if MSB determines applicant does not possess the financial ability to repay amount being financed under Option 3B, the purchase agreement shall be terminated and monies collected as a deposit shall be refunded to purchaser.
- Purchaser(s) in any event, shall remain responsible for any costs incurred as a result of participation in the sale. Such costs and fees required to participate in sale, such as credit report fees or escrow cancellation fees, remaining unpaid at time of termination of the agreement may be paid by MSB from monies held as a deposit.
- MSB shall not be responsible for paying from deposit monies it holds any expenses resulting from agreements to which MSB was not a party.

**If purchaser(s) desires to withdraw from purchase agreement prior to closing, the request must be made *in writing*, accompanied by a Recision of Purchase Agreement signed by the Buyer. The right to execute the recision shall rest entirely with MSB.**

7. CLOSING COSTS:

- Purchaser(s) under the Purchase Agreement shall be responsible for paying all closing costs which may include, but are not limited to, recording fees, mortgage/credit report, document preparation fees, escrow closing fees, mortgagee's title insurance policy if sale is financed by MSB, contract collection fees (set up and annual fee), or other fees associated with processing the financial option selected.

8. CONVEYANCE:

- MSB's interest in the fee simple estate to all parcels shall be conveyed by quitclaim deed.
- **AGRICULTURAL PARCELS** will be conveyed subject to the Declaration of Covenants, Conditions and Restrictions (a sample copy is contained in this brochure) imposed by the MSB for purpose of promoting the agricultural use and development of the land as follows:

- Parcel 00-064 recorded January 26, 2001, in Book 178, Pages 774 to 779, Talkeetna Recording District, Third Judicial District, State of Alaska.
- Parcels 02-060A, 02-060B, and 02-061A, recorded January 7, 2005, Serial No. 2005-000035-0, Talkeetna Recording District, Third Judicial District, State of Alaska.

- **All parcels are subject to the following:**

- a) reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions of record or created by operation of law;
  - b) those additional reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions, indicated in the OTC brochure for specific parcels (ADDITIONAL CONDITIONS OF SALE), which will be created at the time of conveyance from MSB to the purchaser(s);
  - c) governmental regulations including but not limited to, setbacks, use classifications or zoning, special permit requirements; and
  - d) any matters including, but not limited to, existing trails or encroachments, which would be disclosed to purchaser by actual inspection or survey of the property.
- The statements noted for each parcel are not intended to be a report on the status of title of the parcel, but only note items which may be of interest to purchasers.**

9. TITLE:

- MSB will provide a policy of title insurance to purchaser as the insured, which indicates the condition of title subject to matters stated in the paragraph TITLE in the purchase agreement. In the event MSB cannot provide a policy with such conditions of title within One Hundred Twenty (120) days of execution of the purchase agreement, purchaser or MSB may elect to terminate the purchase contract, and all monies on deposit will be refunded to purchaser.

10. NO WARRANTIES:

- MSB makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of any parcels, to include without limitation, soil conditions, water drainage, practical or feasible physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel for any use or purpose.
- Some properties may have been previously occupied by private parties.
- MSB may have recovered ownership of some properties by contract foreclosure and has no information regarding any wells or septic systems that may be installed on the parcels.
- The condition or usefulness of any existing well or septic system that a purchaser finds on a parcel is *not known by MSB*; therefore, is the express responsibility of purchaser to determine condition or usefulness and replace, if necessary, after closing
- It is the express responsibility of purchaser to determine cost and feasibility of extending and connecting to any utility facilities, including electric, natural gas, and telephone, and/or if public sewer or water systems serve any of the parcels.
- It is the responsibility of applicant/purchaser(s) to, among other things, investigate and determine actual size of parcel and parcel boundaries, regulations, restrictions and potential defects, including those created by prior use, which would affect the use of any parcel offered in this sale.
- Feasibility and costs to remedy defects, such as obtaining permits, variances, engineered septic systems and the like, should be determined prior to submitting a purchase request on



- a parcel. All such costs will be born by applicant/purchaser.
- No adjustments to a purchase price or reimbursement will be made by the MSB to an applicant/purchaser.

**ALL PROPERTIES IN THIS OFFERING WILL BE SOLD "AS IS - WHERE IS"**

11. Requirements for construction and maintenance of roads, drainage systems, and other use of public easement areas shall be the responsibility of applicant/purchaser to determine. Purchase(s) shall be required to comply with all federal, state and local regulations and requirements which, among others include, MSB Department of Public Works for development of access in and across public easements; State of Alaska, Department of Environmental Conservation regulations regarding water, septic, and septage or manure pond installations, and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining any area within the parcel which may be designated as wetlands by the appropriate authority or U.S. Fish and Wildlife Service concerning habitat.
12. PARCEL DESCRIPTION:
  - The brief parcel description on parcel listing is provided for informational and identification purposes only and should not be construed as a complete legal description.
  - MSB reserves the right to accurately describe parcel by a complete legal description in the purchase agreement and subsequent documents.
13. MAPS:
  - Parcel and vicinity maps, soil maps, soil interpretation summaries, and plat maps are provided in the OTC brochure as a visual representation of data compiled from various sources and are not intended to replace on-ground inspections or actual surveys of property boundaries.
  - Any physical or geographic features, right-of-way or road locations, acreage and boundaries depicted on maps are estimates only. These items are provided for informational reference only and should not be construed as a factual representation of matters such as access, parcel size, boundaries, soil conditions or capabilities and other matters contained thereon.
  - MSB assumes no responsibility for completeness or accuracy and makes no warranty, nor assumes any liability whatsoever for the information included, or that monumentation indicated on surveys or plats are currently in place.
14. ACREAGE:
  - Acreage reflected for each parcel is the approximate acreage based on information MSB has at this time.
  - Approximate acreage is typically based on legal description's gross area and may not be adjusted by easements, buffers, submerged or wetlands, which may affect a parcel's usability but have not been excluded from parcel's legal description.
  - MSB makes no warranties, either expressed or implied, regarding the actual size of parcel
  - It is the responsibility of purchaser(s) to confirm actual acreage and parcel boundaries to their own satisfaction.
  - MSB will not adjust a sale by providing other MSB land of equal value in either the same location or another location.
  - MSB will make no parcel size adjustments to contracts unless the purchaser(s) notify MSB in writing, within thirty (30) days of signing the purchase agreement or by date of closing, whichever occurs first, that they dispute the MSB's approximate acreage figure of legal

- description and believe the size adjustment will reduce acreage by more than fifteen (15%).
- Upon written notification, MSB will review information provided by purchaser(s) to support the claim for adjustment.
  - If necessary, MSB will provide purchaser(s) with sixty (60) days in which to obtain a boundary survey with area calculations of parcel by a registered land surveyor which meets the Alaska Statute requirements for filing a record survey.
  - All costs for such survey will be borne by purchaser(s) regardless of results.
  - In the event recalculated size of legal description of parcel is more than fifteen percent (15% ) smaller than approximate acreage represented in sale, MSB will accept an application for monetary adjustment on a pro-rata basis (\$ per acre) which must be processed and approved by MSB Assembly before closing can take place.
  - In the event actual size of legal description of parcel is more than forty percent (40%) smaller than approximate acreage represented in sale, MSB may accept an application for monetary adjustment on a pro-rata basis (\$ per acre) which must be processed and approved by the MSB Assembly before closing can take place **OR** the MSB at its sole option and with approval by the MSB Assembly, may elect to rescind purchase agreement, refund all deposits to purchaser(s) and reimburse to purchaser the expense of boundary survey. The survey will then become MSB property and be retained in the public land record.
15. All purchasers are responsible for properly placing improvements within the boundaries of parcel purchased and complying with all federal, state and local requirements and regulations regarding development of parcel.
- **For agricultural parcels**, prior to development of real property improvements, the improvement sites must be designated on parcel as required by Declaration of Covenants, Conditions and Restrictions, to include Parcel 00-064 recorded January 26, 2001, in Book 178, Pages 774 to 779, Talkeetna Recoding District, Third Judicial District, State of Alaska. Parcels 02-060A, 02-060B, and 02-061A, recorded January 7, 2005, Serial No. 2005-000035-0, Talkeetna Recording District, Third Judicial District, State of Alaska.
  - **For all parcels**, it is strongly recommended that parcel boundaries be surveyed and all setbacks and other land use and building regulations be determined by the owner prior to any construction or improvements taking place. MSB Code Compliance Division (907-745-4801) can assist you in determining borough regulations that may apply to development activities you are planning for parcel. If the property is located within a city, purchaser is also responsible for meeting city land use and building regulations and permit requirements, and those of other federal, state and local agencies.
16. Disclosures required under Residential Real Property Transfer Act (AS 34.70.110) do not apply to properties offered by MSB in this sale.
17. COVENANTS:
- Where covenants and/or a homeowner's association is noted for a parcel, applicant is responsible for determining if the association is active and if any fees are assessed by the association.
18. **ACCESS: Under the comment section of specific parcels, a reference to this section will be made when appropriate. Please refer to the following letters for access information.**
- A) Parcel is located on a platted, dedicated, granted, reserved or permitted right-of-way that is constructed and currently accepted for maintenance either by State of Alaska or the MSB or

city. The level of continued maintenance is subject to the future availability of funds and budgetary appropriation, by either the State of Alaska, MSB, or city as the case may be.

- B)** Parcel is located on a platted, dedicated, granted, reserved or permitted right-of-way. Numerous roads within the MSB, although platted and named, may not be constructed; in addition, roads which are constructed may not be maintained or only maintained on a seasonal basis. It is the responsibility of the purchaser to determine the status of the right-of-way with regard to construction and maintenance.
- C)** Parcel is located near the existing road system and the MSB owns all the land between the parcel and the road system. Public access easements to provide a legal access route from the existing road system are reserved, granted or dedicated across the MSB-owned lands as indicated. However, it is the responsibility of the purchaser(s) to determine the feasibility of utilizing the route and if desired to construct, repair and maintain the access, which includes obtaining necessary permits and meeting required construction standards in a public right-of-way. In the event the legal access route does not meet feasibility standards, the purchaser may make application for an alternate public access route which does meet the standards, provided the property along the route is still in MSB ownership and MSB code provides for such application process.
- D)** Parcel is located near existing road system but the MSB does not own all the land between the parcel and the road system. It is the responsibility of the purchaser(s) to determine, acquire, locate, construct, maintain and defend the right to use any access route selected for use by the purchaser(s).
- E)** Parcel is not located near the existing road system, access is fly-in or boat-in only. It is the responsibility of the purchaser(s) to determine, acquire, locate, construct, maintain and defend the right to use any alternate access route selected for use by the purchaser(s).

19. CLOSING DOCUMENTS:

- The following documents shall be used by MSB to close purchase transaction: purchase agreement, quitclaim deed, deed of trust and deed of trust note (if applicable).
  - Additional documents may be required at closing to set up collection of payments under financing options and each escrow closing company has a settlement statement and closing instructions that purchaser and seller are required to sign at closing.
  - Additional documents may be required that are specific to a particular parcel as stated under "Additional Conditions of Sale."
  - Sample copies of documents are included in this brochure and are available from MSB upon request.
- 20. During the Over-The-Counter Land Sale, Project Number 09-012, MSB reserves the right to close-down the sale. Each closure may last up to forty-five (45) days and during this time no purchase requests will be accepted. The purpose of the closures will be to update the terms and conditions of sale, required forms, or other documents relating to the sale. Any new parcels added during these closures will be added by addendum.
- 21. MSB reserves the right to postpone or cancel this sale, in whole or in part, and to withdraw parcels from this sale at any time prior to or during the sale period without notice. The MSB shall not be liable for any expenses incurred by any parties participating in this Over-The-Counter Land Sale as a result of, but not limited to, a cancellation of the sale or withdrawal of a

parcel from this sale. MSB reserves the right to terminate the purchase agreement from any and all parties whom it has determined do not possess the financial ability to repay the amount being financed under Option 3B. All applications are subject to review to determine that they meet the borough's qualification requirements.

**Additional Information for Applicant(s):**

- **For agricultural parcels**, local soil and water districts are available to assist farmers with technical planning for soil and water conservation purposes in cooperation with the United States Department of Agricultural, Natural Resource Conservation Service. Purchaser(s) are encouraged to seek information from various agricultural organizations and individuals who possess local experience while making your project plans.
- **Zoning, Land Use and Building Regulations do exist in the MSB.** In order to save time, money, and prevent problems with your neighbors, it is purchaser(s) responsibility to thoroughly investigate and determine regulations and requirements that apply prior to clearing or conducting development activities.
- **Permits from Federal, State, Borough and local agencies may be required** for a variety of activities. While not intended as a comprehensive list, some of the activities that typically are regulated and may require permits are 1) open burning; 2) installation of wells, and waste water (gray and septic) or manure disposal systems; 3) dredging or filling of wetlands and clearing or constructing improvements near lakes, waterbodies, or water courses (streams, creeks, etc.); 4) appropriation of water; 5) construction within or adjacent to public rights-of-way or easements.
- **MSB Code Compliance Division**, located at 350 E. Dahlia Avenue, Palmer, Alaska 99645-6488, Phone No. 907-745-9853, can assist you with Borough requirements.

## FLOOD HAZARD ZONE DESIGNATIONS

Flood hazard zone designations are provided for information only. The designation is based on flood insurance rate maps (FIRM) issued by the Federal Emergency Management Agency for the National Flood Insurance Program. The Matanuska-Susitna Borough does not warrant the accuracy of the mapping or designations. The key to zone explanations is provided below:

| <u>Zone</u> | <u>Explanation</u>   |
|-------------|--|
| A           | Areas of 100-year flood; base flood elevations and flood hazard not determined.  |
| AO          | Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.  |
| AH          | Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.   |
| A1 - A30    | Areas of 100-year flood; base flood elevations and flood hazard factors are determined.  |
| A99         | Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard not determined.  |
| B           | Areas between limits of 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood (medium shading). |
| C           | Areas of minimal flooding (no shading).  |
| D           | Areas of undetermined, but possible flood hazards.   |
| V           | Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.  |
| V1-V30      | Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.  |

---

---

### NOTES TO USERS

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.



# MATANUSKA-SUSITNA BOROUGH

## Planning and Land Use Department

Code Compliance Division  
(907) 745-9853 / fax (907) 745-9876

### Zoning, Land Use and Building Regulations DO Exist in the Matanuska-Susitna Borough. **PERMITS MAY BE REQUIRED.**

Development of a structure 480 square feet or larger in the Matanuska-Susitna Borough is subject to MSB 17.02 Mandatory Land Use Permit. Developers and land owners are responsible for knowing the rules. If you plan to start, or are now conducting any of the following land use activities, those activities must comply with Borough regulations:

- Land Use
  - Racetracks
  - Special Events
  - Tall Structures
  - Subdividing Land
  - Mobile Home Parks
  - Adult-Oriented Businesses
  - Use of Hazardous Material
  - Public Display of Fireworks
  - Establishments that sell Liquor
  - Commercial and Industrial Uses
  - Uses that create noise and traffic
  - Drug and Alcohol Treatment Centers
  - Developing Land in Flood Hazard Areas
  - Use of Lakes, Creeks, and other Waterbodies
  - Auto Salvage Yards, Junkyards, and Refuse Areas
  - Development within designated Land Use Districts
  - Development in the cities of Houston, Palmer, and Wasilla
  - Community Correctional Residential Centers, Jails and Prisons
  - Structural Setbacks for Building near Lot Lines, Public Use Easements, Right-of-Ways, or near a Shoreline; and

**Use or occupancy of Borough-owned land, including but not limited to: clearing right-of-ways, cutting trees, mining or prospecting, crossing with motorized vehicles, camping, shooting, and storing materials or equipment.**

Borough staff is available to assist you in determining which Borough regulations apply to your activity and help you comply with those laws. In order to save time and money, and prevent problems with your neighbors or the Borough, please contact the Matanuska-Susitna Borough, Code Compliance Division, 350 East Dahlia Avenue, Palmer, Alaska 99645 Phone: (907) 745-9853, Fax: (907) 745-9876. For a full description of Title 17, log onto the borough web page at [www.matsugov.us](http://www.matsugov.us). To reach Code Compliance log onto the borough web page at [www.matsugov.us](http://www.matsugov.us), then click on Departments/Planning, then Code Compliance.



# MSB 17.02: Mandatory Land Use Permit

## **Effective Date**

The effective date of the Mandatory Land Use Permit was March 20, 2008.

## **Intent**

It is the intent of the Mandatory Land Use Permit to improve the level of compliance with existing borough regulations. No new development regulations are introduced with the adoption of this ordinance. It is not the intent of this ordinance to replace or supersede regulations of other ordinances and those requirements.

## **Applicability**

Generally, a Mandatory Land Use Permit is required for any new construction with a gross floor area of 480 square feet or greater. The Mandatory Land Use Permit will also apply to additions to structures that are greater than 10 percent of the gross floor area, as well as commercial and industrial structures.

Any structure that has commenced construction prior to the effective date will not be required to obtain the Mandatory Land Use Permit. In addition, the Mandatory Land Use Permit is not applicable within the cities of Houston, Palmer, and Wasilla.

## **Fees**

Fees for the Mandatory Land Use Permit have been adopted by the MSB Assembly and range from \$25 to \$150, based on the type of structure being considered. "After the Fact Fees" will apply to structures that are determined to have been constructed without a permit, where one is required.

## **Application Submittal**

A complete application submittal is required for consideration by the Planning Department. Application materials include: a vicinity map, a site plan, and an application fee. Commercial and industrial structures are required to submit elevation drawings, as-built surveys, and a certified site plan, in addition to the above-noted materials.

## **Application Process**

Upon receipt of an application, the Planning and Land Use Department will determine if the application is complete. Incomplete applications will be returned unprocessed to the applicant. Upon determination of a complete application, staff will begin the application review. Specific findings will be made, explaining how the proposed structure(s) does or does not conform to the requirements of Title 17. If the application is approved, the applicant will be issued a permit that must be posted on the subject property for the duration of construction activity.

## **Action On Applications**

The Planning and Land Use Director will render a decision on complete applications within 10 working days for applications that provide a certified site plan, and within 20 working days for applications with a non-certified site plan. Time frames for review may be amended for complex proposals. This time frame will be based on an agreement between the borough and the applicant. If a decision is not rendered within the allotted time frames, the application fees will be refunded.

To print out forms and get more information visit: [www.matsugov.us/Planning/LUP.cfm](http://www.matsugov.us/Planning/LUP.cfm)

Questions  
or  
Comments?

Please Contact: **MATANUSKA-SUSITNA BOROUGH**  
Planning & Land Use Department  
350 E. Dahlia Avenue - Palmer, AK 99645  
Phone: 907.745.9833 - Fax: 907.745.9876  
E-mail: [planning@matsugov.us](mailto:planning@matsugov.us)

Website: [www.matsugov.us/Planning/LUP.cfm](http://www.matsugov.us/Planning/LUP.cfm) 13

2008-2009 OTC Land Sale  
Project No. 09-012  
Parcel Authorization List

| <b>Parcel No.</b>            | <b>General Area/TRS Tax ID/MSB Map</b>                                     | <b>Authorization</b> | <b>Approx. Acreage</b> | <b>Purchase Price</b> |
|------------------------------|--|----------------------|------------------------|-----------------------|
| 97-032                       | Lockwood Lake Area<br>Sec. 4, T19N, R7W, S.M.<br>208800000000 DK04         | ORD 93-53            | 4.1                    | \$15,600<br>Lakefront |
| 97-048<br>Mapped w/<br>98-53 | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B01L008 TL00        | ORD 93-53            | 2.4                    | \$10,900<br>Lakefront |
| 97-049<br>Mapped w/<br>98-53 | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B01L009 TL00        | ORD 93-53            | 2.5                    | \$11,000<br>Lakefront |
| 98-052                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B01L003 & L004 TL00 | ORD 98-114           | 5.1                    | \$20,760<br>Lakefront |
| 98-053                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B01L019 TL00        | ORD 98-114           | 2.0                    | \$8,040<br>Lakefront  |
| 98-054                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B03L012 & L013 TL00 | ORD 98-114           | 5.9                    | \$23,640<br>Lakefront |
| 98-055                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B04L011 & L012 TL00 | ORD 98-114           | 6.1                    | \$24,440<br>Lakefront |
| 98-057                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B05L013 TL00        | ORD 98-114           | 2.8                    | \$11,480<br>Lakefront |
| 98-058                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B05L015 TL00        | ORD 98-114           | 4.1                    | \$14,560<br>Lakefront |
| 98-060                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B05L022 TL00        | ORD 98-114           | 4.2                    | \$14,980<br>Lakefront |
| 98-061                       | Trinity Lakes Area<br>Sec. 34, T18N, R12W, S.M.<br>6520B05L026 & L027 TL00 | ORD 98-114           | 8.7                    | \$30,450<br>Lakefront |
| 99-034                       | Caswell Area<br>Sec. 1, T21N, R4W, S.M.<br>21N04W01A001 ptn. CA09          | ORD 99-114           | 39.02                  | \$47,800              |
| 99-035                       | Caswell Area<br>Sec. 1, T21N, R4W, S.M.<br>21N04W01A001 ptn. CA09          | ORD 99-114           | 10.81                  | \$29,730              |
| 99-037                       | Caswell Area<br>Sec. 1, T21N, R4W, S.M.<br>21N04W01A001 ptn. CA09          | ORD 99-114           | 6.54                   | \$17,960              |
| 99-038                       | Caswell Area<br>Sec. 12, T21N, R4W, S.M.<br>21N04W12A004 CA09              | ORD 99-114           | 36.64                  | \$45,800              |



2008-2009 OTC Land Sale  
Project No. 09-012  
Parcel Authorization List

| <b>Parcel No.</b>            | <b>General Area/TRS Tax ID#MSB Map</b>                               | <b>Authorization</b>            | <b>Approx. Acreage</b> | <b>Purchase Price</b> |
|------------------------------|--|---------------------------------|------------------------|-----------------------|
| 00-004<br>Mapped w/<br>98-53 | Trinity Lake<br>Sec. 3, T17N, R12W, S.M.<br>6520B03L001-L003 TL00    | ORD 00-115                      | 10.98                  | \$38,000<br>Lakefront |
| 00-009                       | Trapper Lake<br>Sec. 7, T22N, R5W, S.M.<br>6397000T095 CA04          | RESO 72-37                      | 4.57                   | \$15,000<br>Lakefront |
| 03-024                       | Bulchitna Lake Area<br>Sec. 4, T21N, R9W, S.M.<br>4411000T00C-2 BL12 | ORD 03-164                      | 132.39                 | \$250,000             |
| 03-076A                      | Willow Area<br>Sec. 30, T19N, R4W, S.M.<br>19N04W30D011 WI15         | ORD 04-102                      | 10                     | \$35,000              |
| 03-076B                      | Willow Area<br>Sec. 30, T19N, R4W, S.M.<br>19N04W30D012 WI15         | ORD 04-102                      | 10                     | \$35,000              |
| 03-077C                      | Willow Area<br>Sec. 25, T19N, R5W, S.M.<br>19N05W25C007 WI14         | ORD 04-102                      | 20                     | \$58,500              |
| 06-004                       | Big Lake Area<br>Sec. 2, T16N, R4W, S.M.<br>16N04W02B008 GB03        | ORD 06-153                      | 21.34                  | \$79,000              |
| 06-017                       | Big Lake Area<br>Sec. 35, T17N, R4W, S.M.<br>17N04W35C017 LS16       | ORD 06-189                      | 5.0                    | \$ 25,000             |
| 06-021                       | Trapper Creek Area<br>Sec. 1, T24N, R07W, S.M.<br>2384B05L001 MC03   | ORD 07-016                      | 4.33                   | \$7,500               |
| 06-029                       | Cow Lake Area<br>Sec. 8, T17N, R5W, S.M.<br>17N05W08A002 LS12        | ORD 07-169                      | 4.93                   | \$8,500               |
| 07-009                       | Petersville Area<br>Sec. 36, T27N, R8W, S.M.<br>2167B05L007 PV28     | ORD 07-169                      | 5.0                    | \$8,000               |
| 00-064                       | Bartlett Hills Area<br>Sec. 27, T24N, R4W S.M.<br>24N04W27B001 MO08  | Agricultural Land<br>ORD 00-161 | 160+/-                 | \$72,000              |
| 02-060A                      | Bartlett Hills Area<br>Sec. 35, T24N, R4W S.M.<br>24N04W35A002 MO08  | Agricultural Land<br>ORD 02-129 | 320+/-                 | \$128,000             |
| 02-060B                      | Bartlett Hills Area<br>Sec. 35, T24N, R4W S.M.<br>24N04W35B006 MO08  | Agricultural Land<br>ORD 02-129 | 160+/-                 | \$72,000              |
| 02-061A                      | Trapper Creek Area<br>Sec. 21, T26N, R5W S.M.<br>26N05W21D003 TA05   | Agricultural Land<br>ORD 02-129 | 80+/-                  | \$40,000              |

SECTION III.  
GENERAL PURPOSE  
PARCEL INFORMATION & MAPS



|                      |                                    |                             |
|----------------------|------------------------------------|-----------------------------|
| <b>PARCEL 97-048</b> | <b>Purchase Price: \$10,900.00</b> | <b>Approx. Acreage: 2.4</b> |
|----------------------|------------------------------------|-----------------------------|

MSB Map/TRS: TL 17 (T18N, R12W, Sec.34)  
 MSB Tax ID: 6520B01L008  
 Description: Lot 8, Block 1, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 34, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

|                      |                                    |                             |
|----------------------|------------------------------------|-----------------------------|
| <b>PARCEL 97-049</b> | <b>Purchase Price: \$11,000.00</b> | <b>Approx. Acreage: 2.5</b> |
|----------------------|------------------------------------|-----------------------------|

MSB Map/TRS: TL 17 (T18N, R12W, Sec.34)  
 MSB Tax ID: 6520B01L009  
 Description: Lot 9, Block 1, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 34, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

|                      |                                    |                             |
|----------------------|------------------------------------|-----------------------------|
| <b>PARCEL 98-052</b> | <b>Purchase Price: \$20,760.00</b> | <b>Approx. Acreage: 5.1</b> |
|----------------------|------------------------------------|-----------------------------|

MSB Map/TRS: TL 17 (T18N, R12W, Sec.34)  
 MSB Tax ID: 6520B01L003 & L004  
 Description: Lots 3 & 4, Block 1, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 34, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

|                      |                                   |                             |
|----------------------|-----------------------------------|-----------------------------|
| <b>PARCEL 98-053</b> | <b>Purchase Price: \$8,040.00</b> | <b>Approx. Acreage: 2.0</b> |
|----------------------|-----------------------------------|-----------------------------|

MSB Map/TRS: TL 17 (T18N, R12W, Sec.34)  
 MSB Tax ID: 6520B01L019  
 Description: Lot 19, Block 1, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 34, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

|                      |                                    |                             |
|----------------------|------------------------------------|-----------------------------|
| <b>PARCEL 98-054</b> | <b>Purchase Price: \$23,640.00</b> | <b>Approx. Acreage: 5.9</b> |
|----------------------|------------------------------------|-----------------------------|

MSB Map/TRS: TL 20 (T17N, R12W, Sec.9)  
 MSB Tax ID: 6520B03L012 & L013  
 Description: Lots 12 & 13, Block 3, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 9, Township 17 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

|                      |                                    |                             |
|----------------------|------------------------------------|-----------------------------|
| <b>PARCEL 98-055</b> | <b>Purchase Price: \$24,440.00</b> | <b>Approx. Acreage: 6.1</b> |
|----------------------|------------------------------------|-----------------------------|

MSB Map/TRS: TL 20 (T17N, R12W, Sec.10)  
 MSB Tax ID: 6520B04L011 & L012  
 Description: Lots 11 & 12, Block 4, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 10, Township 17 North, Range 10 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

### **ALL ABOVE PARCELS**

**Additional Conditions of Sale:** Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary high water mark of Trinity Lake.

**Comments:** Subject to Plat Notes and Easements for ASLS 74-13, recorded as Plat No. 74-218. Flood hazard undetermined – no FIRM map available for area. Fly-in, remote, approximately 50 miles northwest of Anchorage. ACCESS (E) for access information. Parcel Map PAGE 16.

**PARCEL 98-057      Purchase Price: \$11,480.00      Approx. Acreage: 2.8**

MSB Map/TRS: TL 17 (T18N, R12W, Sec.33)  
 MSB Tax ID: 6520B05L013  
 Description: Lot 13, Block 5, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 33, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

**PARCEL 98-058      Purchase Price: \$14,560.00      Approx. Acreage: 4.1**

MSB Map/TRS: TL 17 (T18N, R12W, Sec.33)  
 MSB Tax ID: 6520B05L015  
 Description: Lot 15, Block 5, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 33, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

**PARCEL 98-060      Purchase Price: \$14,980.00      Approx. Acreage: 4.2**

MSB Map/TRS: TL 17 (T18N, R12W, Sec.33)  
 MSB Tax ID: 6520B05L022  
 Description: Lot 22, Block 5, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 33, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

**PARCEL 98-061      Purchase Price: \$30,450.00      Approx. Acreage: 8.7**

MSB Map/TRS: TL 20 (T17N, R12W, Sec.4)  
 MSB Tax ID: 6520B05L026 & L027  
 Description: Lots 26 & 27, Block 5, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 4, Township 17 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

**PARCEL 00-04      Purchase Price: \$38,000.00      Approx. Acreage: 10.98**

MSB Map/TRS: TL 20 (T17N, R12W, Sec.3)  
 MSB Tax ID: 6520B03L001, L002 & L003  
 Description: Lots 1, 2 & 3, Block 3, Trinity Lakes Subdivision, ASLS 74-13, located w/in Section 33, Township 18 North, Range 12 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

**ALL ABOVE PARCELS**

**Additional Conditions of Sale:** Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary high water mark of Trinity Lake.

**Comments:** Subject to Plat Notes and Easements for ASLS 74-13, recorded as Plat No. 74-218. Flood hazard undetermined – no FIRM map available for area. Fly-in, remote, approximately 50 miles northwest of Anchorage. ACCESS (E) for access information. Parcel Map PAGE 16.



**PARCEL 99-034      Purchase Price: \$47,800.00      Approx. Acreage: 39.02**

MSB Map/TRS: CA 09 (T21N, R4W, Sec.1)  
 MSB Tax ID: 21N04W01A001 (Portion of - Ptn)  
 Description: GLO Lot 5, located w/in Section 1, Township 21 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Reservation of a public use easement 30' in width centered on and along any  
 Conditions existing trail/road across the parcel for ingress and egress, roadways, rights-o  
 Of Sale way, utilities and slopes for cut and fill which shall be a floating easement until such time a Record of Survey is recorded. Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary high water mark of unnamed lake.

**PARCEL 99-035      Purchase Price: \$29,730.00      Approx. Acreage: 10.81**

MSB Map/TRS: CA 09 (T21N, R4W, Sec.1)  
 MSB Tax ID: 21N04W01A001 (Portion of - Ptn)  
 Description: GLO Lot 7, located w/in Section 1, Township 21 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Reservation of a public access easement in perpetuity as required by AS  
 Conditions 38.05.127 being 50' wide upland from and along the ordinary high water mark of  
 Of Sale unnamed lake.

**PARCEL 99-037      Purchase Price: \$17,960.00      Approx. Acreage: 6.54**

MSB Map/TRS: CA 09 (T21N, R4W, Sec.1)  
 MSB Tax ID: 21N04W01A001 (Portion of - Ptn)  
 Description: GLO Lot 10, located w/in Section 1, Township 21 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Reservation of a public access easement in perpetuity as required by AS  
 Conditions 38.05.127 being 50' wide upland from and along the ordinary high water mark of  
 Of Sale unnamed lake.

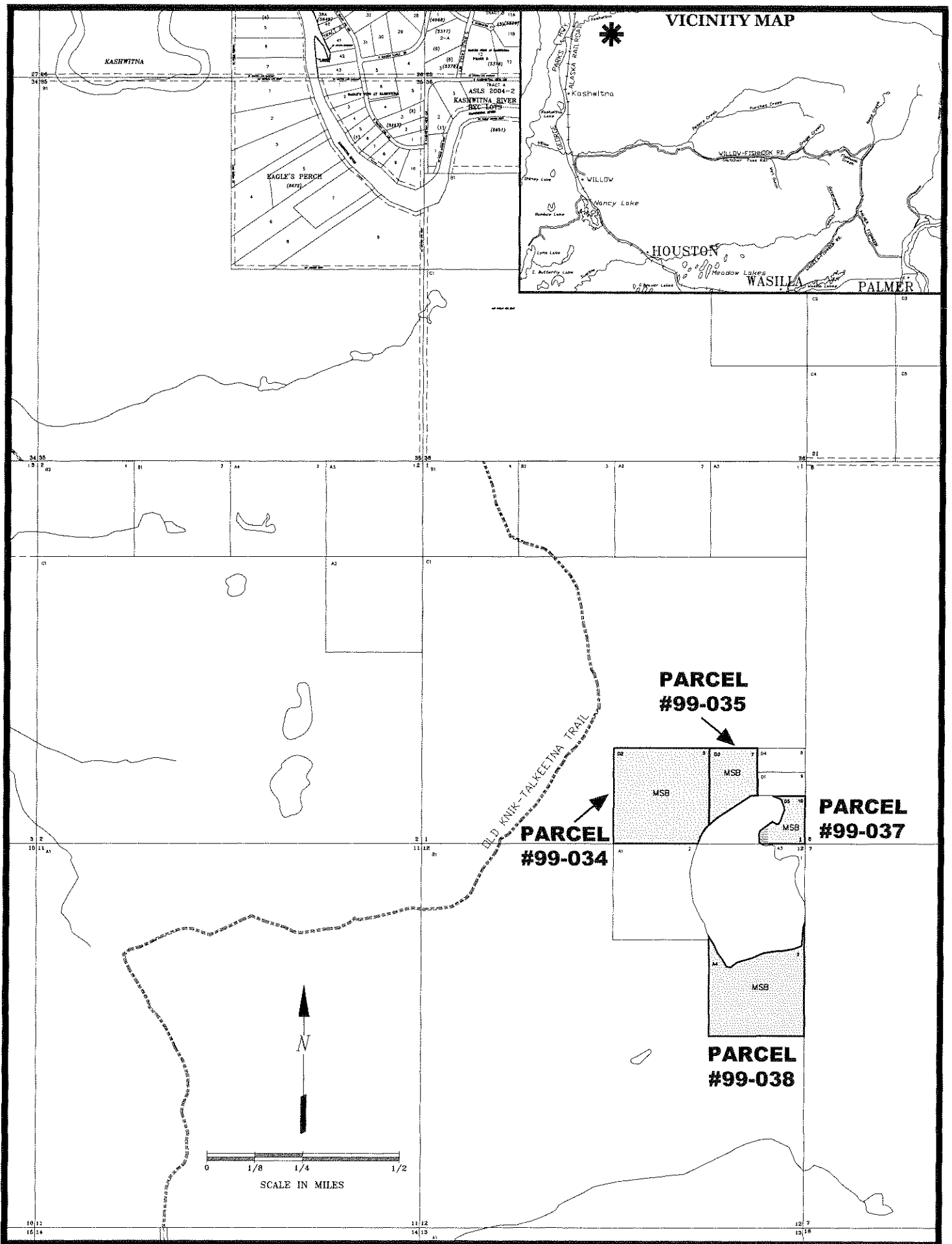
**PARCEL 99-038      Purchase Price: \$45,800.00      Approx. Acreage: 36.64**

MSB Map/TRS: CA 09 (T21N, R4W, Sec.12)  
 MSB Tax ID: 21N04W12A004  
 Description: GLO Lot 3, located w/in Section 12, Township 21 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Reservation of a public use easement 30' in width centered on and along any  
 Conditions existing trail/road across the parcel for ingress and egress, roadways, rights-of-  
 Of Sale way, utilities and slopes for cut and fill which shall be a floating easement until such time a Record of Survey is recorded. Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary high water mark of unnamed lake.

**ALL ABOVE PARCELS**

**Access:** The parcels are not located near an existing road system. It is the responsibility of purchaser(s) to determine, acquire, locate, construct, maintain and defend the right to use any alternate access route selected for use by purchaser(s). ACCESS (E) for further access information.

**Comments:** No FIRM map available for area. There is 50' section line easement along south boundary (99-34, 99-37) and 50' section line easement along east boundary (99-37, 99-38). Parcel map PAGE 18



**PARCEL 97-032      Purchase Price: \$15,600.00      Approx. Acreage: 4.1**

MSB Map/TRS: DK 04 (T19N, R7W, Sec.4)

MSB Tax ID: 20880000000

Description: Lockwood Lake, ASLS 78-032, Plat No. 80-153, located w/in Section 4, Township 19 North, Range 7 West, S.M., Anchorage Recording District, Third Judicial District, State of Alaska

Additional: Reservation of public access easement in perpetuity as required by AS 38.05.127  
Conditions of Sale being 50' wide upland from and along the ordinary high water mark of lake.

Comments: See parcel map, PAGE 22

**PARCEL 00-009      Purchase Price: \$15,000.00      Approx. Acreage: 4.57**

MSB Map/TRS: CA 04 (T22N, R5W, Sec.7)

MSB Tax ID: 6397000T095

Description: Tract 95, Trapper Lake Alaska Small Tracts, ASLS 71-19, Plat No. 72-7T, located w/in Section 7, Township 22 North, Range 5 West, S.M., Talkeetna Recording District, Third Judicial District, State of Alaska

Additional: Reservation of public access easement in perpetuity as required by AS 38.05.127  
Conditions of Sale being 50' wide upland from and along the ordinary high water mark of lake.

Comments: See parcel map, PAGE 23

**PARCEL 03-024      Purchase Price: \$250,000.00      Approx. Acreage: 132.39**

MSB Map/TRS: BL 12 (T21N, R9W, Sec.4)

MSB Tax ID: 4411000T00C-2

Description: Tract C-2, Bulchitna Lake Subdivision, Plat No. 1995-17, located w/in Section 4, Township 21 North, Range 9 West, S.M., Talkeetna Recording District, Third Judicial District, State of Alaska

Additional: Reservation of public use easement in perpetuity being the north 50' and a public  
Conditions Of Sale access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary high water mark of lake.

Comments: See parcel map, PAGE 24

**PARCEL 03-076A      Purchase Price: \$35,000.00      Approx. Acreage: 10.0**

MSB Map/TRS: WI 15 (T19N, R4W, Sec.30)

MSB Tax ID: 19N04W30D011

Description: Parcel 1 MSB Waiver No. 2006-032 PWm, recorded as Serial No. 2006-005470-0, located w/in Section 30, Township 19 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska

Additional: Reservation of a strip 100' wide as a public use easement for ingress, egress,  
Conditions Of Sale roadways, rights-of-way, utilities and slopes for cut and fill, being centered on, and running along, W. Long Lake Rd as constructed this date.

Comments: See parcel map, PAGE 25



**PARCEL 03-076B      Purchase Price: \$35,000.00      Approx. Acreage: 10.0**

MSB Map/TRS: WI 15 (T19N, R4W, Sec.30)  
 MSB Tax ID: 19N04W30D012  
 Description: Parcel 2 MSB Waiver No. 2006-032 PWm, recorded as Serial No. 2006-005470-0, located w/in Section 30, Township 19 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Reservation of a strip 100' wide as a public use easement for ingress, egress,  
 Conditions Of Sale roadways, rights-of-way, utilities and slopes for cut and fill, being centered on, and running along, W. Long Lake Rd as constructed this date.  
 Comments: See parcel map, PAGE 25

**PARCEL 03-077C      Purchase Price: \$58,500.00      Approx. Acreage: 20.0**

MSB Map/TRS: WI 14 (T19N, R5W, Sec.25)  
 MSB Tax ID: 19N05W25C007  
 Description: Parcel 4 MSB Waiver No. 2005-066 PWm, recorded as Serial No. 2005-010569-0, located w/in Section 30, Township 19 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Additional: Deed will restrict parcel from being subdivided into lots smaller than 5 acres.  
 Conditions Of Sale Reservation of a public use easement being all that portion lying south of W. Crystal Lake Road.  
 Comments: See parcel map, PAGE 26

**PARCEL 06-004      Purchase Price: \$79,000.00      Approx. Acreage: 21.34**

MSB Map/TRS: GB 03 (T16N, R4W, Sec.2)  
 MSB Tax ID: 16N04W02B008  
 Description: Parcel 2 MSB Waiver No. 2005-078 PWm, recorded as Serial No. 2005-015023-0, located w/in Section 2, Township 16 North, Range 4 West, S.M., Palmer Recording District, Third Judicial District, State of Alaska  
 Comments: See parcel map, PAGE 27

**PARCEL 06-017      Purchase Price: \$25,000.00      Approx. Acreage: 5.0**

MSB Map/TRS: LS (T17N, R4W, Sec.35)  
 MSB Tax ID: 17N04W35C017  
 Description: N1/2 SE1/4 SW1/4 SW1/4, located w/in Section 35, Township 17 North, Range 4 West, S.M Alaska  
 Additional: Reservation of a public use easement being the west 50'.  
 Conditions Of Sale  
 Comments: See parcel map, PAGE 28

**PARCEL 06-021      Purchase Price: \$7,500.00      Approx. Acreage: 4.33**

MSB Map/TRS: MC 03 (T24N, R7W, Sec.1)  
 MSB Tax ID: 2384B05L001  
 Description: Lot 1, Block 5, Amber Lakes North Subdivision, ASLS 80-152, Plat No. 1982-77, Talkeetna Recording District, Third Judicial District, State of Alaska  
 Comments: See parcel map, PAGE 29

**PARCEL 06-029      Purchase Price: \$8,500.00      Approx. Acreage: 4.93**

MSB Map/TRS: LS 12 (T17N, R5W, Sec.8)

MSB Tax ID: 17N05W08A002

Description: Tract B, according to amended A.S.C.S. Plat No. 92-55, recorded in the Anchorage Recording District on July 29, 1992, and recorded in the Palmer Recording District on September 8, 1993 as Plat No. 93-91, Third Judicial District, State of Alaska.

Comments: See parcel map, PAGE 30

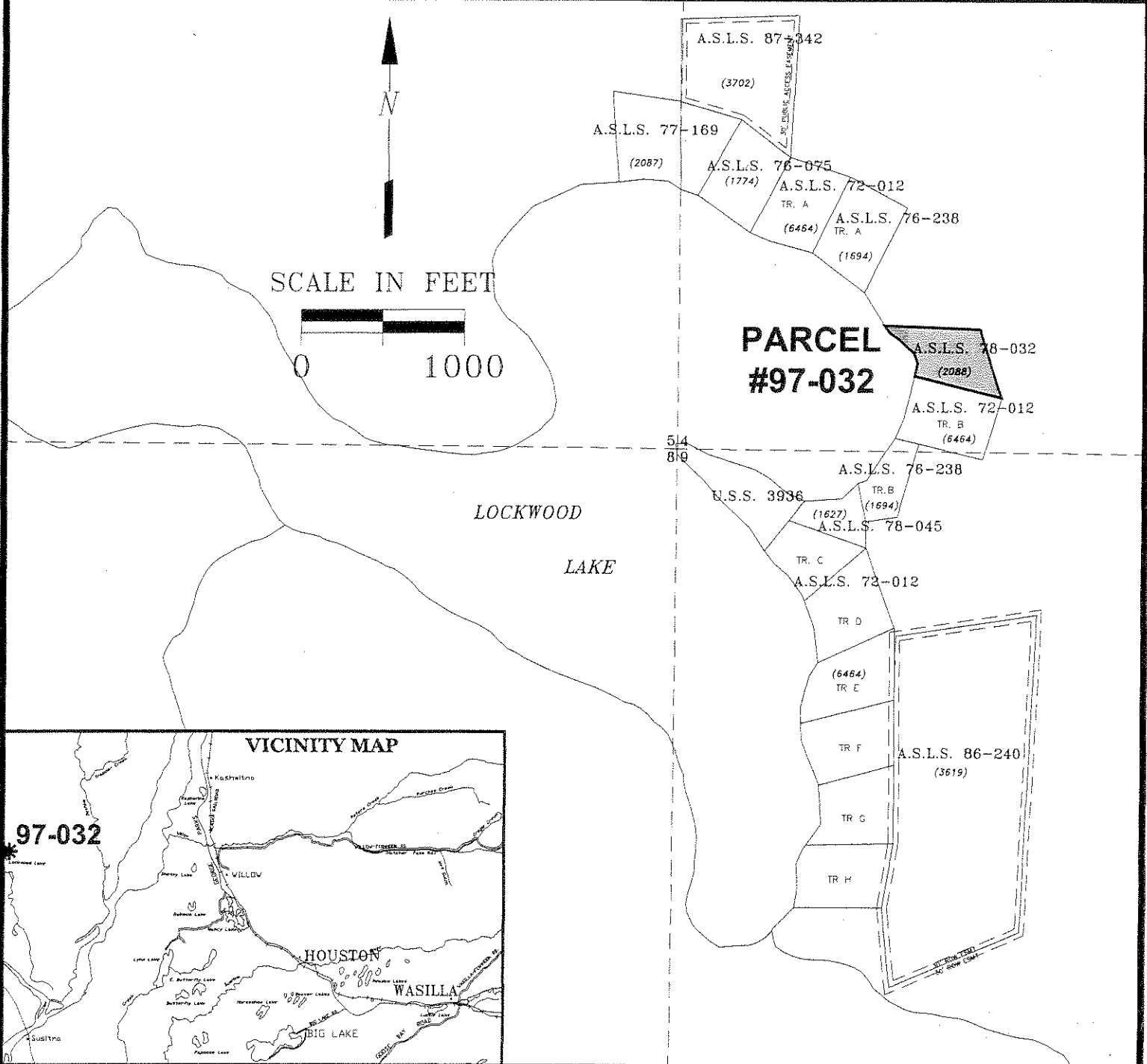
**PARCEL 07-009      Purchase Price: \$8,000.00      Approx. Acreage: 5.0**

MSB Map/TRS: PV 28 (T27N, R8W, Sec.36)

MSB Tax ID: 2167B05L007

Description: Lot 7, Block 5, Kenny Creek Subdivision, ASLS 80-143, Plat No. 81-67, recorded in the Talkeetna Recording District, Third Judicial District, State of Alaska

Comments: See parcel map, PAGE 31



### PARCEL 97-032

**APPROXIMATE ACREAGE:** 4.1 acres

**PURCHASE PRICE:** \$15,600.00

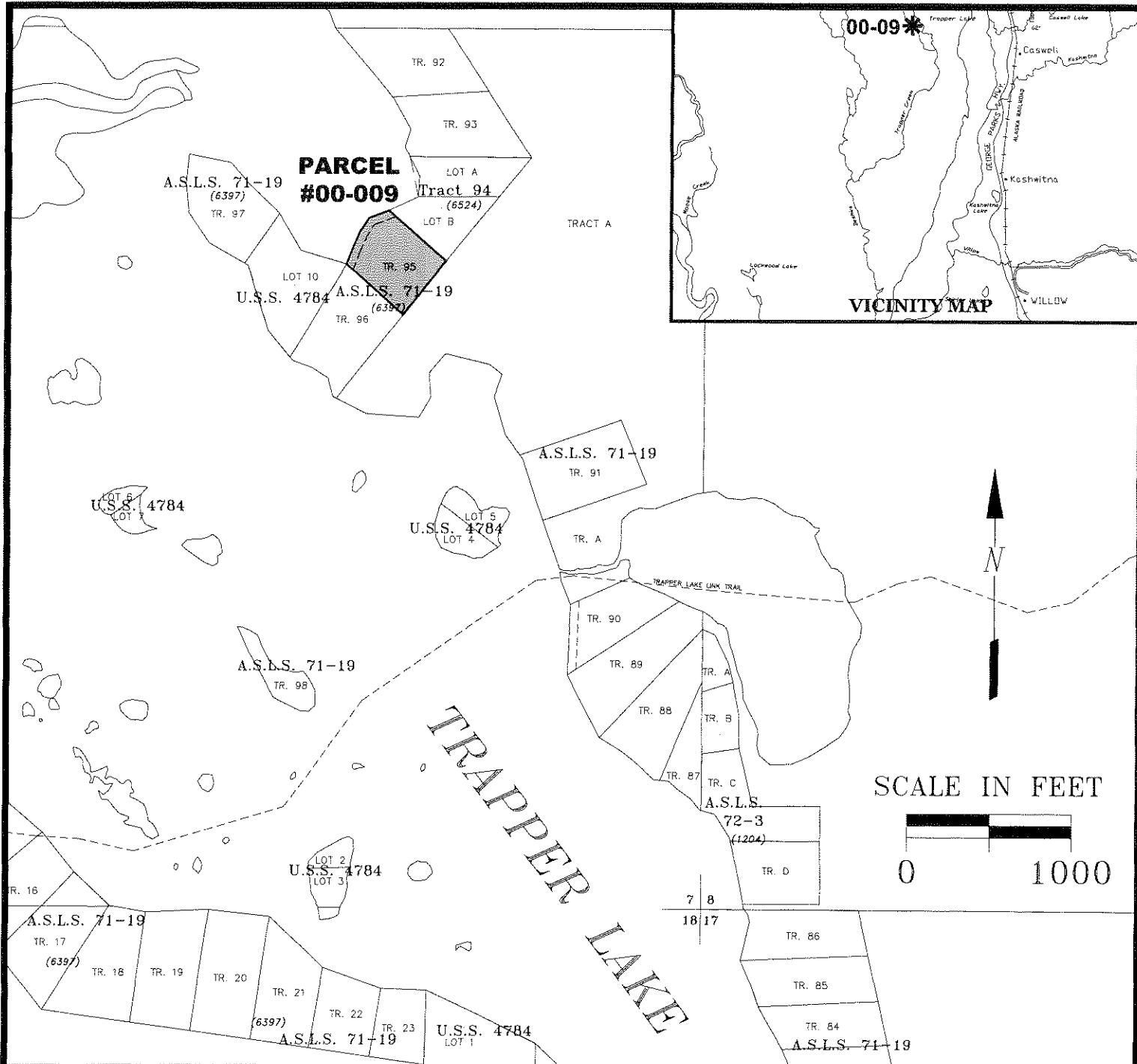
**MSB MAP NO:** DK 04 (T19N, R7W, Sec. 4)

**MSB TAX ID:** 20880000000

**DESCRIPTION:** A.S.L.S. 78-32, recorded as Plat 80-153, December 15, 1980, located within Section 4, Township 19 North, Range 7 West, Seward Meridian, Anchorage Recording District, Third Judicial District, state of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary highwater mark of Lockwood Lake.

**COMMENTS:** Subject to: the Plat Notes and easement on A.S.L.S. 78-32, recorded as Plat No. 80-153, Anchorage, Recording District, Third Judicial District, state of Alaska. Located outside of a community council or city area; located on a remote 'fly-in' lake; see **TERMS & CONDITIONS: ACCESS (E)** for access information; flood hazard is undetermined - no FIRM Map available for the area.



### PARCEL 00-009

**APPROXIMATE ACREAGE:** 4.57 acres

**PURCHASE PRICE:** \$15,000

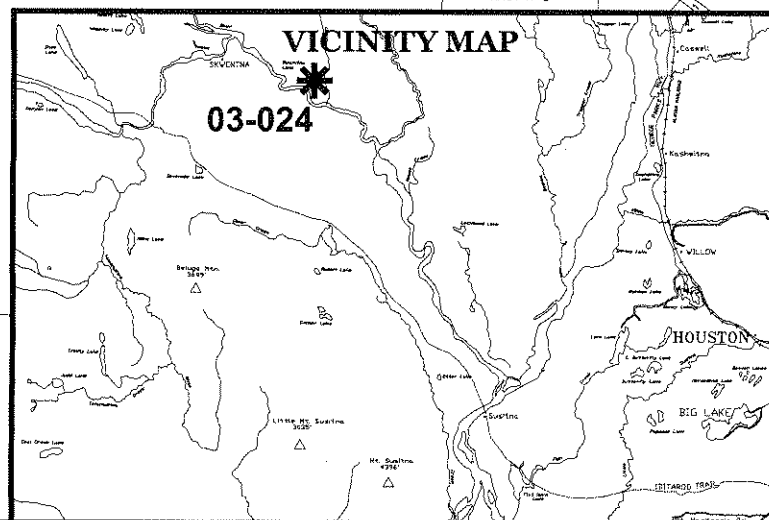
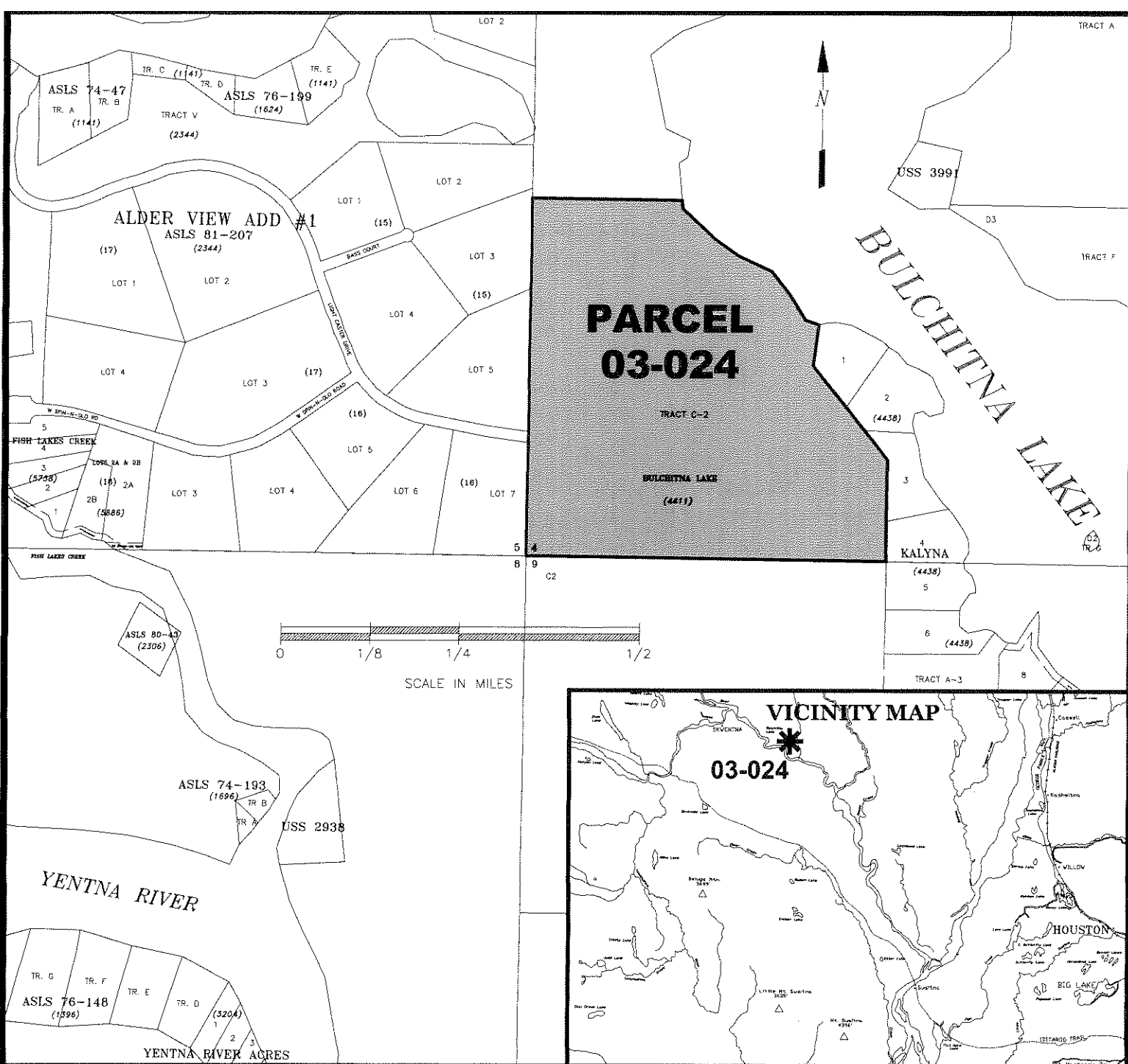
**MSB MAP NO:** CA 04 (T22N, R05W, Sec. 7)

**MSB TAX ID:** 6397000T095

**DESCRIPTION:** Tract 95, Alaska Land Survey No. 71-19, The Trapper Lake Alaska Small Tracts, according to Plat No. 72-7T, recorded May 23, 1972, Seward Meridian, Talkeetna Recording District, Third Judicial District, state of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a public access easement in perpetuity as required by AS 38.05.127 being 50' wide upland from and along the ordinary highwater mark of Trapper Lake.

**COMMENTS:** Subject to Plat Notes and easements for A.S.L.S. No. 71-19, The Trapper Lake Alaska Small Tracts, according to Plat No. 72-7T, recorded May 23, 1972, Seward Meridian, Talkeetna Recording District, Third Judicial District, state of Alaska. Also subject to 10' wide utility easement each side of rear property line. Fly-in, remote, approximately 5 miles West of Sheep Creek Lodge; flood hazard undetermined - no FIRM map available for the area. ACCESS: (E) for access information.



## PARCEL 03-024

**APPROXIMATE ACREAGE:** 132.39 acres

**PURCHASE PRICE:** \$250,000.00

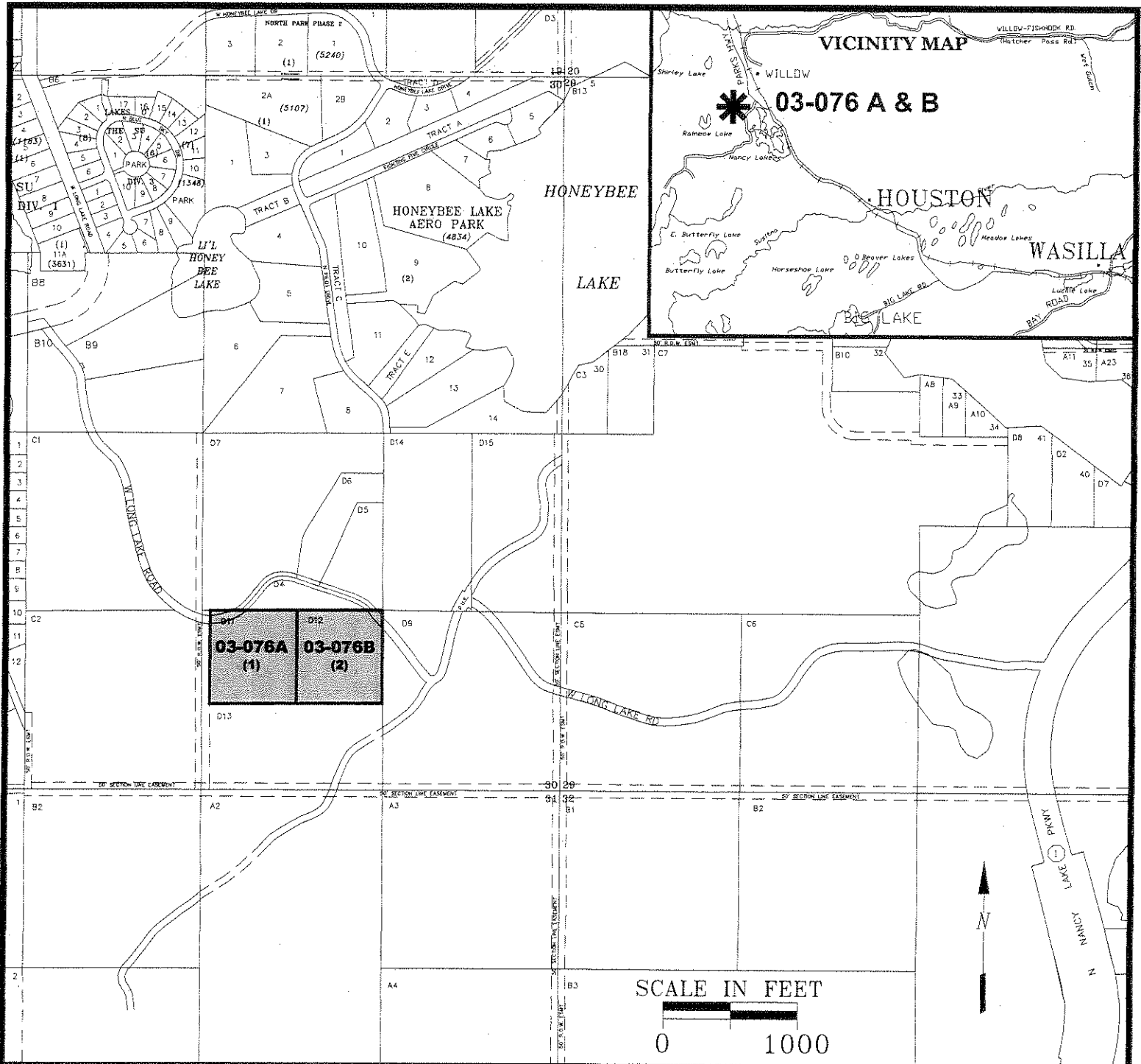
**MSB MAP NO:** BL12 (T21N, R9W, Sec. 4)

**MSB TAX ID:** 4411000T00C-2

**DESCRIPTION:** Tract C-2, Bulchitna Lake Subdivision according to Plat No. 1995-17, located in the Talkeetna Recording District, Third Judicial District, state of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a public use easement being the north 50', and a public access easement in perpetuity as required by AS 38.05.127 being 50' upland from and along the ordinary highwater mark of Bulchitna Lake.

**COMMENTS:** Subject to section line easements being the south 50' and the west 50' of the parcel. Fly-in, remote access. ACCESS: (E) for access information. No FIRM map available for the area.



### PARCELS 03-076 A & B

**APPROXIMATE ACREAGE:** 10.0 acres more or less.

**PURCHASE PRICE:** \$ 35,000.00 03-076A  
\$ 35,000.00 03-076B

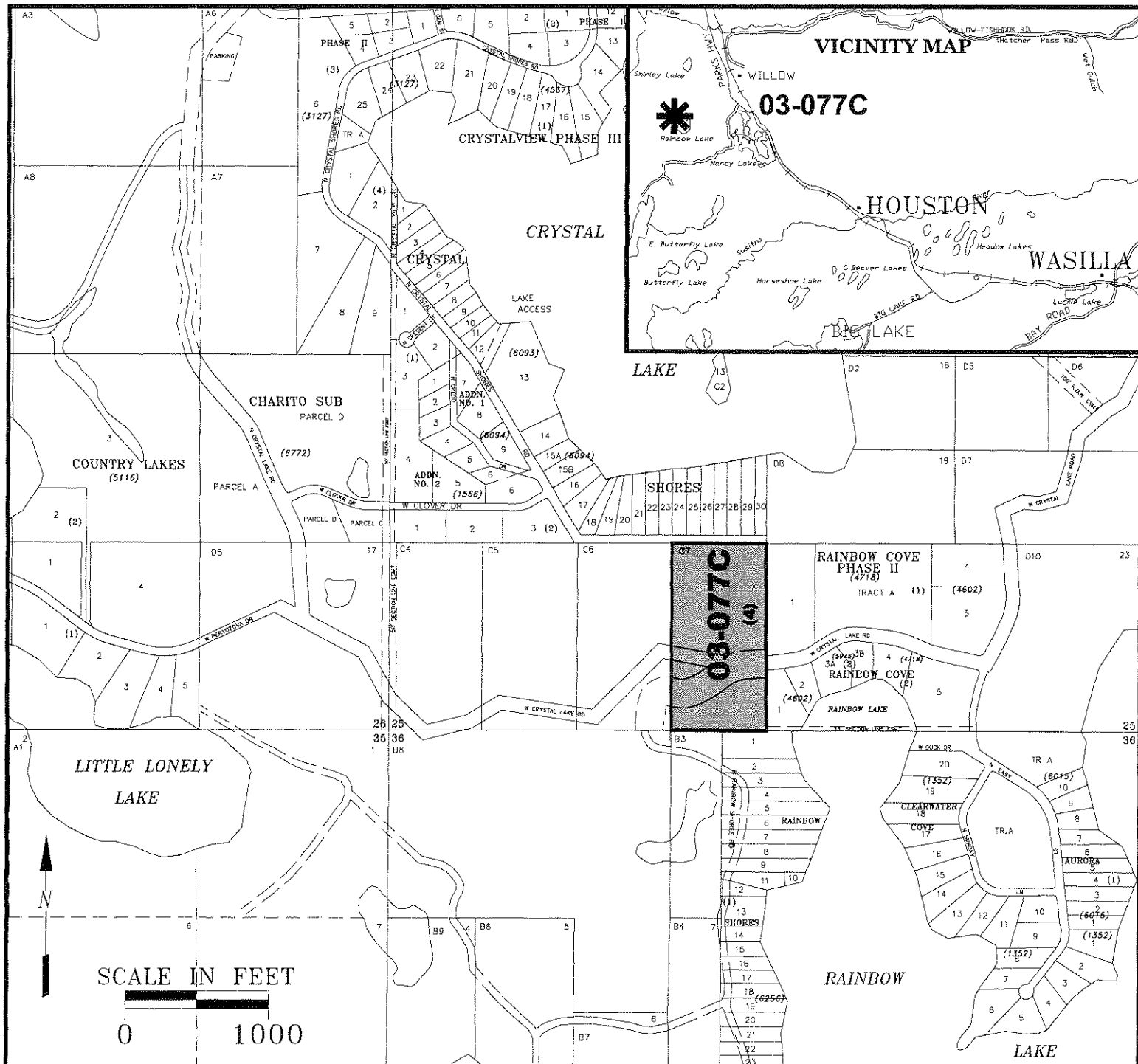
**MSB MAP NO:** WI 15 (T19N, R04W, Sec. 30)

**MSB TAX ID:** 19N04W30D011 (03-076A) & 19N04W30D012 (03-076B)

**DESCRIPTION:** Parcels 1 & 2 MSB Waiver Reso. Serial No. 2006-032-PWm, recorded March 3, 2006, Serial No. 2006-005470-0, Palmer Recording District, Third Judicial District, State of Alaska

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a strip 100' in width being centered on and running along W. Long Lake Road as constructed this date, as public use easements for ingress, egress, roadways, rights-of-way, utilities and slopes for cut and fill.

**COMMENTS:** Located within Willow Community Council Area; flood hazard area not mapped. ACCESS: (A) for access information.



### PARCEL 03-077C

**APPROXIMATE ACREAGE:** 20.0 acres

**PURCHASE PRICE:** \$ 58,500.00

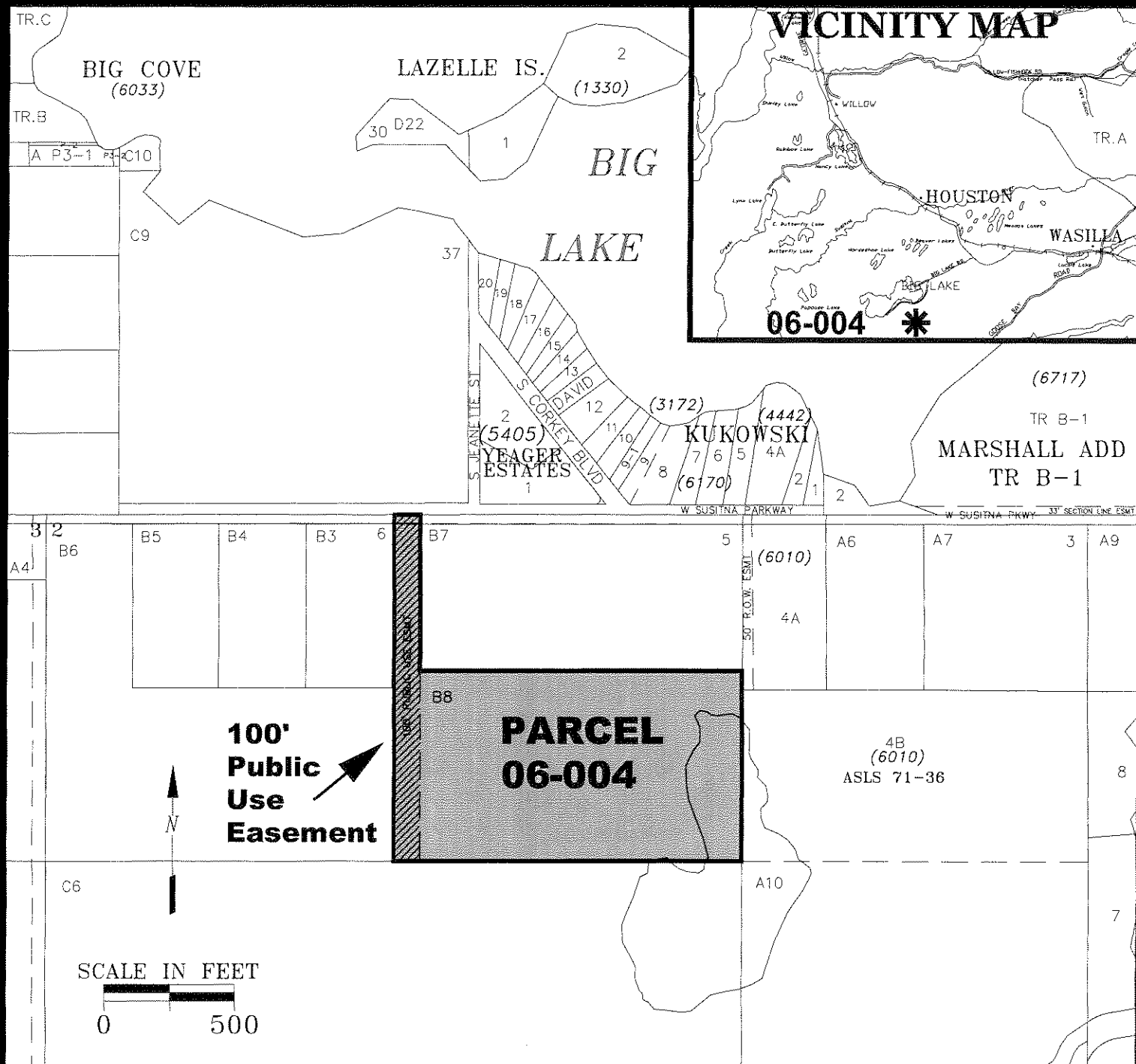
**MSB MAP NO:** W114 (T19N, R05W, Sec. 25)

**MSB TAX ID:** 19N05W25C007

**DESCRIPTION:** Parcel No. 4 of MSB Waiver Reso. Serial No. 2005-066-PWm, recorded April 29, 2005, at Serial No. 2005-010569-0, Palmer Recording District, Third Judicial District, state of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** Deed will restrict the parcel from being subdivided into lots smaller than 5 acres. Reservation of a public use easement being all that portion lying south of W. Crystal Lake Road.

**COMMENTS:** Subject to section line easement being the south 50'. Notice of Public Dedication recorded at Book 847, Page 390 for Rainbow Shores Drive & Crystal Lake Road. Located within Willow Community Council area; flood hazard based on FIRM map 7940C, Zone C. ACCESS: (A) for access information.



### PARCEL 06-004

**APPROXIMATE ACREAGE:** 21.34 acres

**MINIMUM BID:** \$ 79,000.00

**MSB MAP NO:** GB03 (T16N, R4W, Sec. 2)

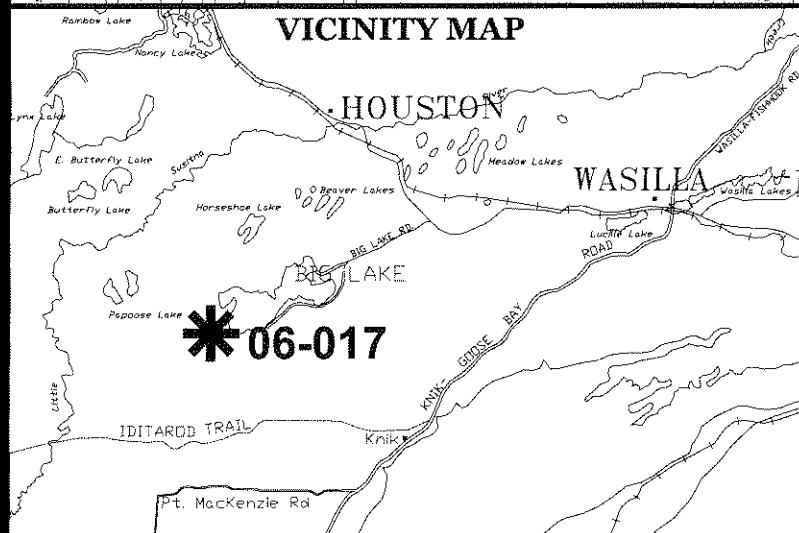
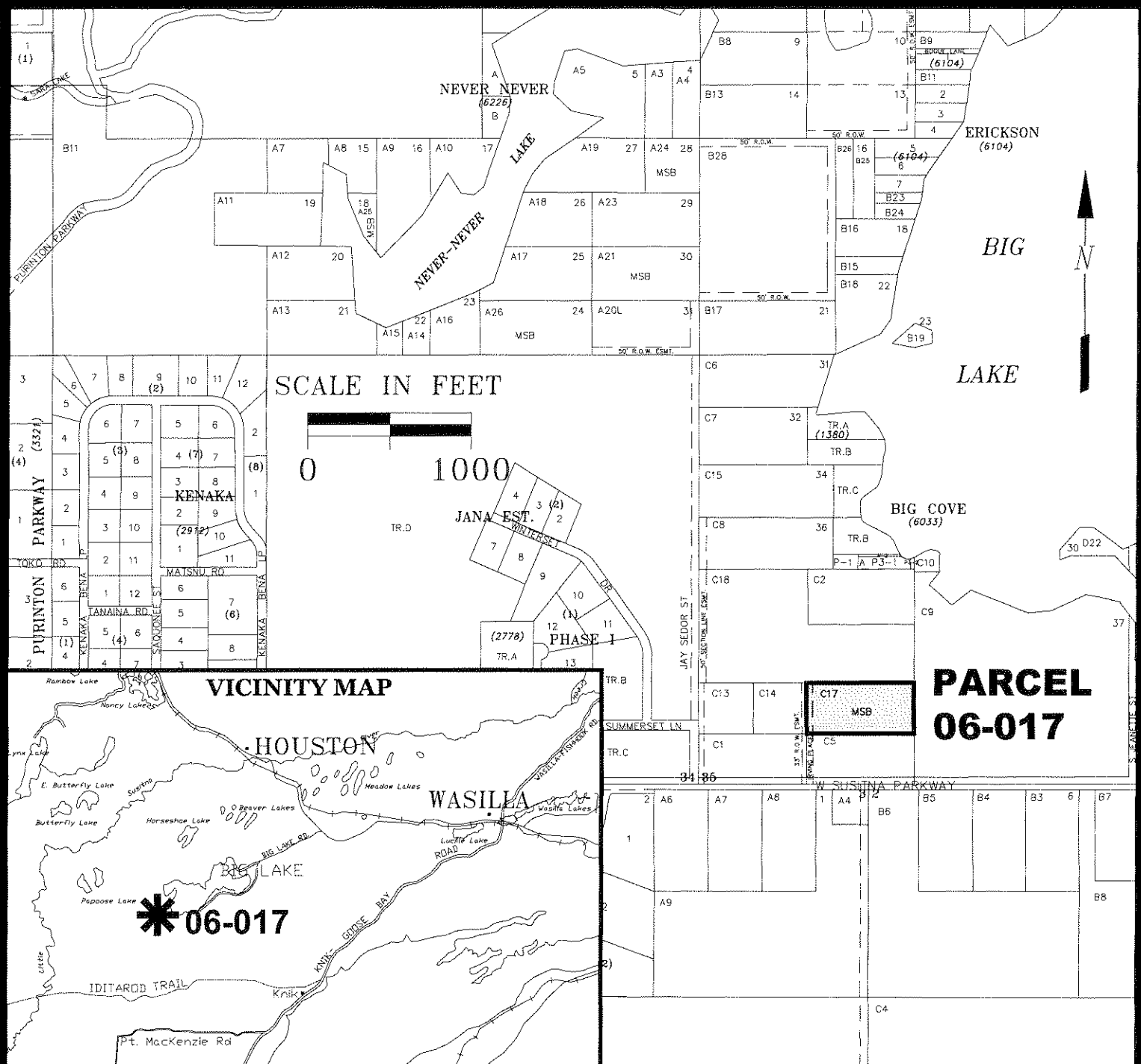
**MSB TAX ID:** 16N04W02B008

**DESCRIPTION:** Parcel No. 2, MSB Waiver Reso Serial No. 2005-078-PWm, recorded at Serial No. 2005-015023-0, June 14, 2005, at the Palmer Recording District, State of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** None.

**COMMENTS:** Subject to: a public use easement being the west 100' and further described and recorded at Serial No. 2006-011292-0, May 1, 2006, Palmer Recording District, state of Alaska; Section line easement being the north 50'; MEA right-of-way easement being the south 15' of the north 65', recorded at Serial No. 2005-010305-0, April 28, 2005, Palmer Recording District, state of Alaska. Tax Parcel 16N04W02C006 located adjacent to and south of Parcel 06-004 is classified "Forest Management" and possible timber sales may occur. For more information regarding timber sales, contact MSB Land Management office (refer to MSB 004511 file). Located in the Big Lake Community Council area. Flood hazard undetermined - no FIRM map available. ACCESS: (A) for access information.





## PARCEL 06-017

**APPROXIMATE ACREAGE:** 5 acres

**MINIMUM BID:** \$ 25,000.00

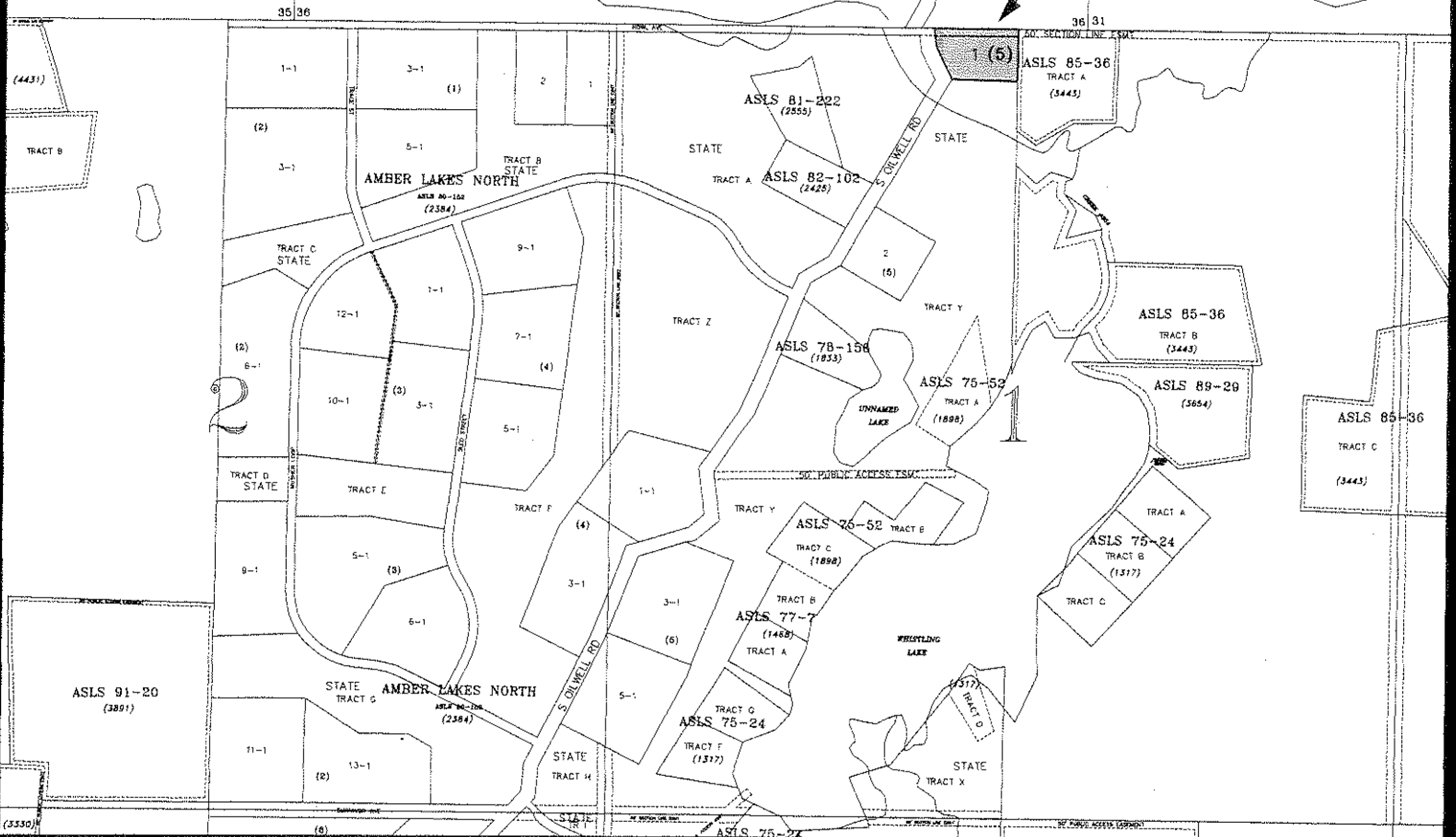
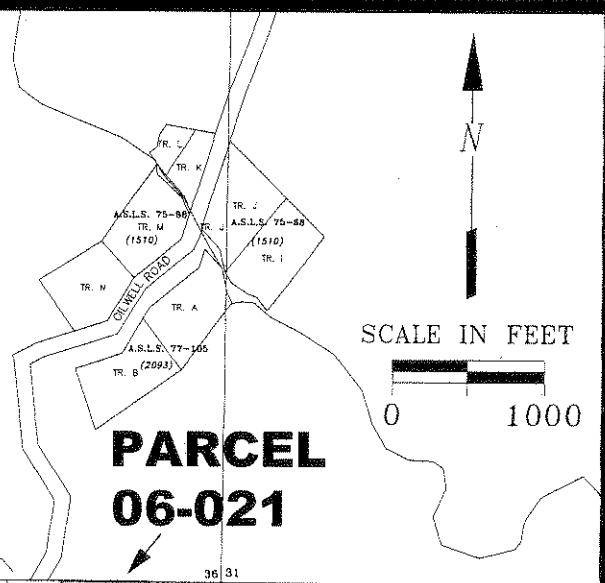
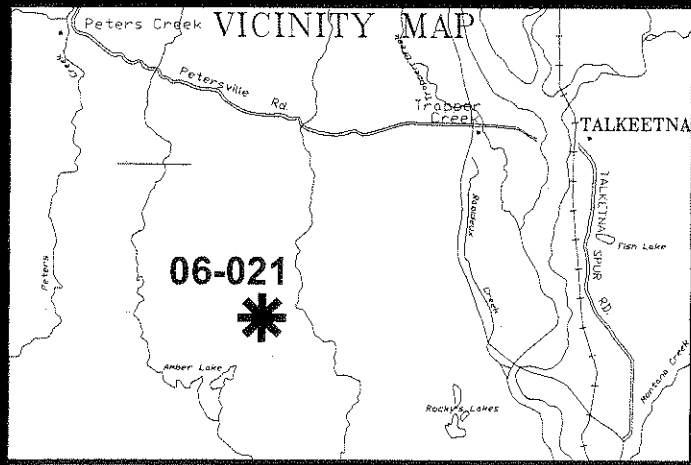
**MSB MAP NO:** LS16 (T17N, R4W, Sec. 35)

**MSB TAX ID:** 17N04W35C017

**DESCRIPTION:** N1/2 SE1/4 SW1/4 SW1/4, located within Section 35, Township 17 North, Range 4 West, Seward Meridian, Alaska.

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a public use easement being the west 50'.

**COMMENTS:** Located within the Big Lake Community Council Area; Flood hazard undetermined - no FIRM available.  
**ACCESS:** (B) for access information.



## PARCEL 06-021

**APPROXIMATE ACREAGE:** 4.33 acres

**MINIMUM BID:** \$ 7,500.00

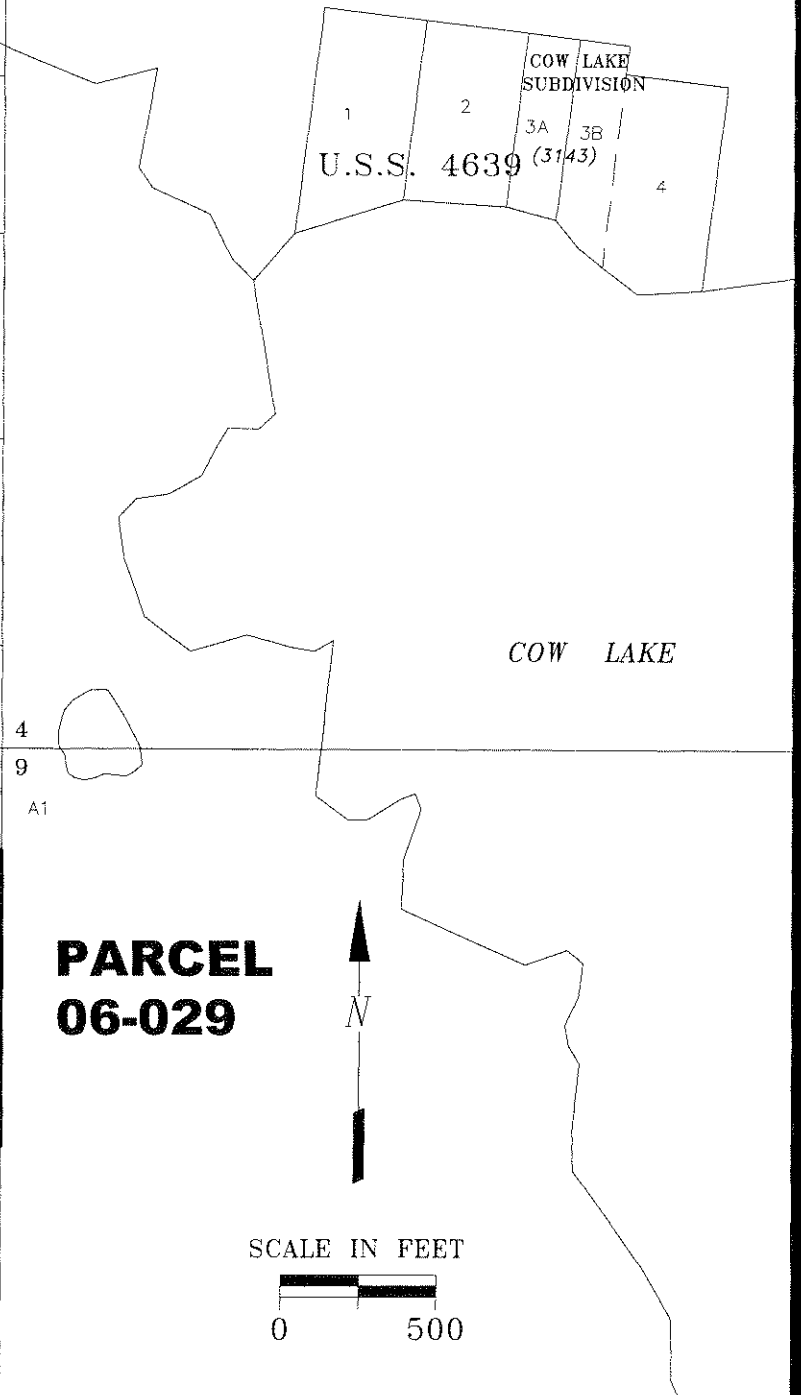
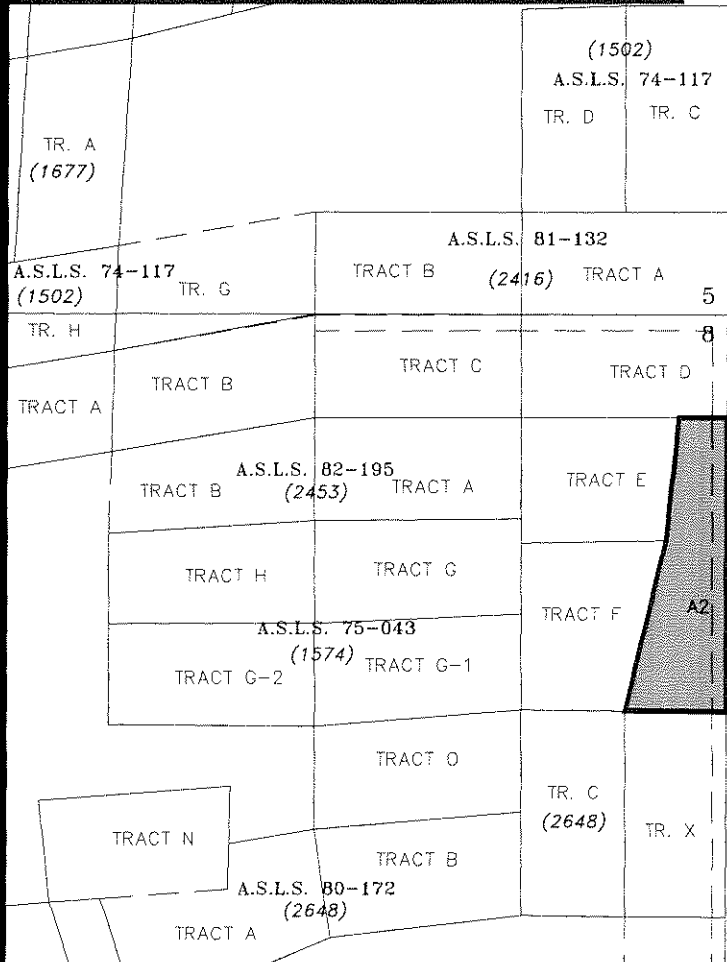
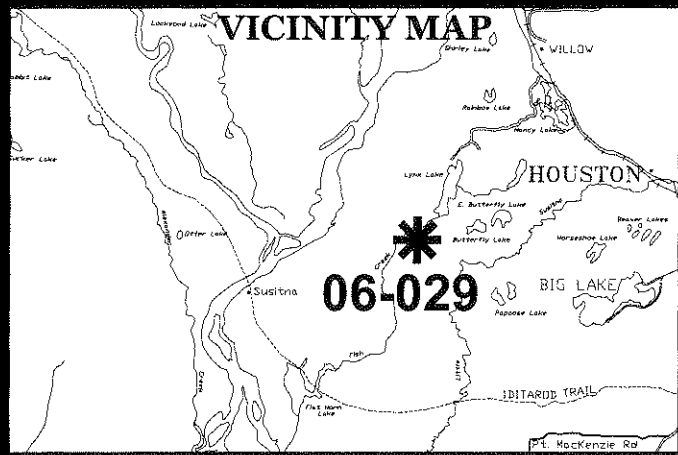
**MSB MAP NO:** MC03 (T24N, R7W, Sec. 1)

**MSB TAX ID:** 2384B05L001

**DESCRIPTION:** Lot 1, Block 5, A.S.L.S. 80-152, recorded as Plat No. 1982-77, Talkeetna Recording District.

**ADDITIONAL CONDITIONS OF SALE:** None.

**COMMENTS:** Subject to: Section line easement being the north 50'; A 20' utility easement being adjacent to and running along Oil Well Road; Declaration of Covenants, Conditions and Restrictions of the Amber Lakes North Homeowner's Association, Inc., recorded at Book 86, Page 559, October 14, 1982, Talkeetna Recording District; Supplemental Declaration of Covenants, Conditions and Restrictions for the Amber Lakes North Subdivision, recorded at Book 86, Page 564, October 14, 1982, Talkeetna Recording District; and, Plat Notes on the Amber Lakes North Plat, ASLS 80-152, recorded as Plat 1982-77, Talkeetna Recording District. Flood hazard undetermined - no FIRM available for the area. ACCESS: (B) for access information.



### PARCEL 06-029

**APPROXIMATE ACREAGE:** 4.93 acres

**MINIMUM BID:** \$8,500.00

**MSB MAP NO:** LS12 (T17N, R5W, Sec. 8)

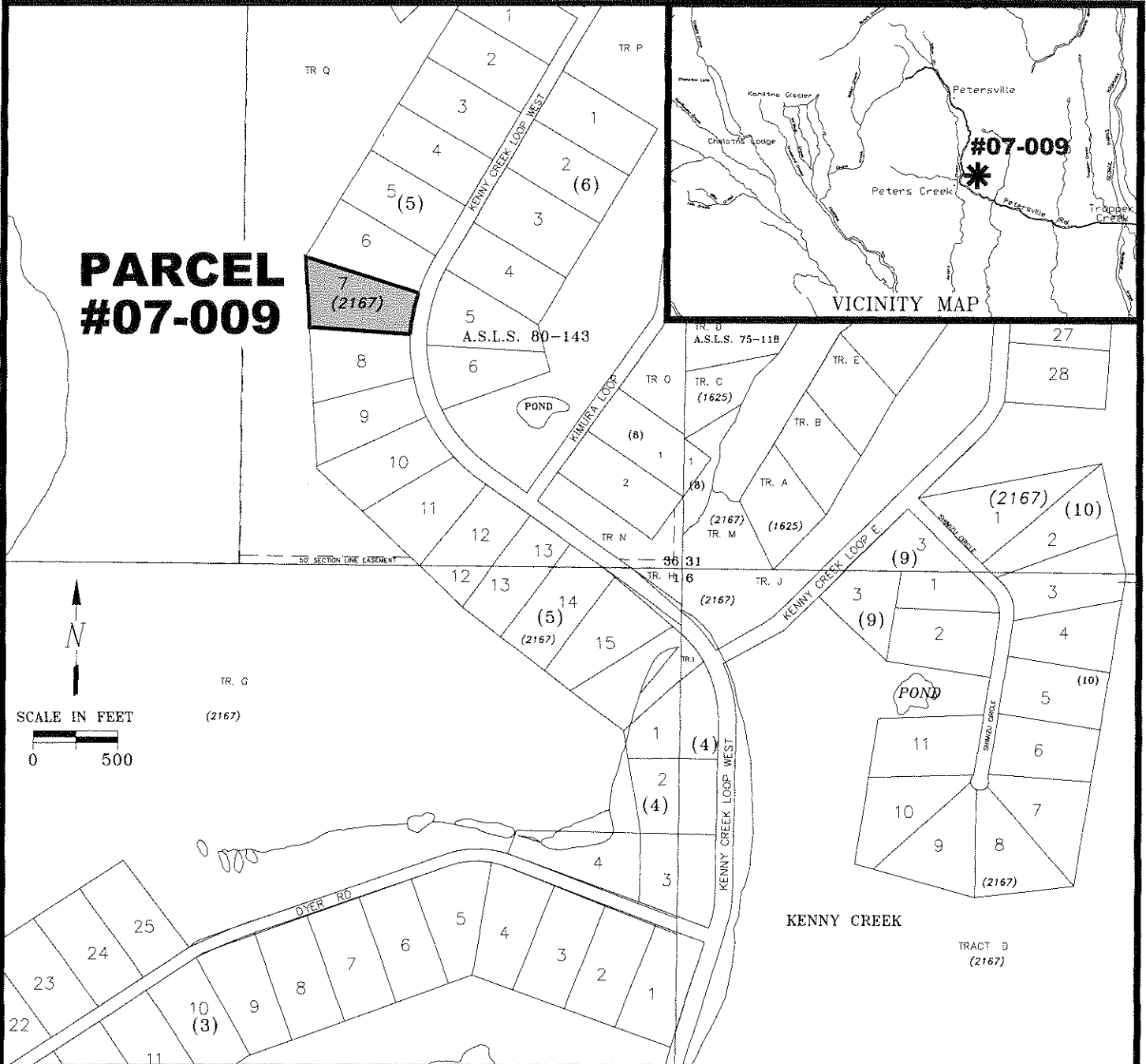
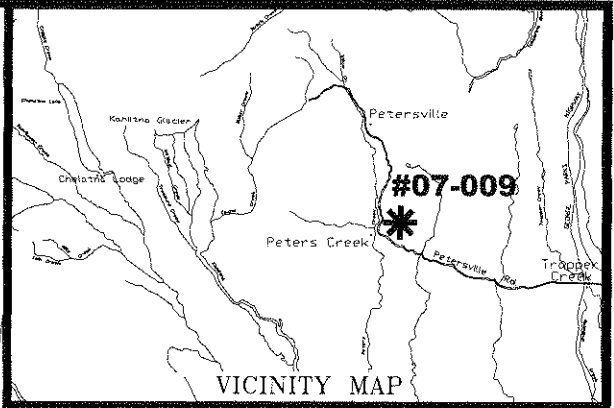
**MSB TAX ID:** 17N05W08A002

**DESCRIPTION:** Tract B, according to the amended A.S.C.S. Plat recorded in the Anchorage Recording District on July 29, 1992 as Plat 92-55 and in the Palmer Recording District on September 8, 1993 as Plat No. 93-91.

**ADDITIONAL CONDITIONS OF SALE:** None.

**COMMENTS:** Subject to a section line easement being the east 50'. Flood hazard unknown - no FIRM available.  
**ACCESS:** (E) for information.

**PARCEL  
#07-009**



**PARCEL 07-009**

**APPROXIMATE ACREAGE:** 5.0 acres

**MINIMUM BID:** \$8,000.00

**MSB MAP NO:** PV 28 (T27N, R08W, Sec. 36)

**MSB TAX ID:** 2167B05L007

**DESCRIPTION:** Lot 7, Block 5, A.S.L.S. 80-143, recorded as Plat No. 81-67, Talkeetna Recording District, Third Judicial District, State of Alaska.

**ADDITIONAL CONDITIONS OF SALE:** None

**COMMENTS:** Subject to Plat Notes and easements on A.S.L.S. No. 80-143, recorded as Plat No. 81-67, Talkeetna Recording District, Third Judicial District, State of Alaska; and Declaration of Covenants Conditions and Restrictions of the Kenny Creek Homeowner's Association, Inc., recorded at Book 79, Page 865, June 1, 1981. Located within the Petersville Community Council Area. Flood hazard unknown - no FIRM available. ACCESS: (B) for information.

SECTION IV.  
AGRICULTURAL PARCEL  
INFORMATION & MAPS



## AGRICULTURAL PARCEL LISTING

| Farm Unit<br>Parcel No. | Brief Parcel Description  | General Area<br>Tax ID #<br>MSB Tax Map      | Approx.<br>Acreage | Purchase<br>Price |
|-------------------------|---|--|--------------------|-------------------|
| 00-064                  | NW1/4 Sec. 27, T24N R04W S.M.<br>Talkeetna Recording District   | Bartlett Hills Area<br>24N04W27B001<br>MO-08 | 160±               | \$72,000          |
| 02-060A                 | Parcel # 2 of Notice of Forty-Acre<br>Exemption Serial Number 2004-001031-0<br>being the E1/2 Sec. 35,<br>T24N R04W S.M.<br>Talkeetna Recording District      | Bartlett Hills Area<br>24N04W35A002<br>MO-08 | 320±               | \$128,000         |
| 02-060B                 | Parcel # 1 of Notice of Forty-Acre<br>Exemption Serial Number 2004-001031-0<br>being the E1/2W1/2 Sec. 35,<br>T24N R04W S.M.<br>Talkeetna Recording District  | Bartlett Hills Area<br>24N04W35B006<br>MO-08 | 160±               | \$72,000          |
| 02-061A                 | Parcel # 1 of Notice of Forty-Acre<br>Exemption Serial Number 2004-001030-0<br>being the E1/2SE1/4 Sec. 21,<br>T26N R05W S.M.<br>Talkeetna Recording District | Trapper Creek Area<br>26N05W21D003<br>TA-05  | 80±                | \$40,000          |

**PARCEL 00-064**

**ADDITIONAL CONDITIONS OF SALE:** None

**COMMENTS:** Located in the Y Community Council area; the flood hazard based on FIRM Map 5790C is Zone C; the parcel is subject to section line easements, being fifty feet (50') in width, along the north and west boundary of the parcel and a public use easement being fifty feet (50') wide, recorded at Serial No. 2005-001470-0, September 1, 2005, Talkeetna Recording District, State of Alaska.

**ACCESS (B):** for access information, that is available to E. Montana Creek Road via S. Butte Blvd. and S. Sawyer's Shady Street. Portions of the rights-of-way may not be constructed and developed within the public easements, including a bridge across Branch Creek and construction will require permits; a file regarding this parcel is available for review in the Land & Resource Management Division office at the Matanuska-Susitna Borough.

---

Your research and inspection notes:

**PARCEL 02-060A**

**ADDITIONAL CONDITIONS OF SALE:** Reservation of a Public Use Easement for ingress, egress, roadways, rights-of-way, utilities, and slopes for cut and fill being the West one hundred fifty feet (150') of the East two hundred feet (200') of the South one thousand two hundred seventy feet (1,270') of the North one thousand three hundred twenty feet (1,320') of the parcel thereby said easement shall run adjacent to and coincident with the interior boundary of the existing fifty feet (50') section line easements within said parcel; and reservation of a Public Access Easement for trail use, fifty feet (50') in width, being centered on and running along the existing South Fork Loop Trail generally lying within the Northeast quadrant of said parcel, which shall be a floating easement until a record of survey of the trail is recorded.

**COMMENTS:** Located in the Y Community Council area; the flood hazard based on FIRM Maps 5790C and 6405C is Zone C; the parcel is subject to section line easements, being fifty feet (50') in width, along the north, east and south boundary of the parcel.

**ACCESS:** (A) for access information, that is available on E. Montana Creek Road, however driveways will require permits; a file regarding this parcel is available for review in the Land & Resource Management Division office at the Matanuska-Susitna Borough.

---

Your research and inspection notes:



**PARCEL 02-060B**

**ADDITIONAL CONDITIONS OF SALE:** None.

**COMMENTS:** Located in the Y Community Council area; the flood hazard based on FIRM Maps 5790C and 6405C is Zone C; the parcel is subject to section line easements, being fifty feet (50') in width, along the north and south boundary of the parcel; the parcel may be subject to a portion of ADL 22679, commonly referred to as Emil Lake Trail, in the general location depicted on the parcel map, being a floating easement one hundred feet (100') in width created by the State of Alaska, Department of Natural Resources.

**ACCESS:** (A) for access information, that is available on E. Montana Creek Road, however driveways will require permits; a file regarding this parcel is available for review in the Land & Resource Management Division office at the Matanuska-Susitna Borough.

---

Your research and inspection notes:

**PARCEL 02-061A**

**ADDITIONAL CONDITIONS OF SALE:** None.

**COMMENTS:** Located in the Trapper Creek Community Council area; the flood hazard based on FIRM Map 5100C is Zone C; the parcel is subject to section line easements, being fifty feet (50') in width, along the east and south boundary of the parcel.

**ACCESS (C):** for access information, that is available from the existing road system via section line easements and public use easements, however the rights-of-way are not constructed and development of a road within the public easements will require permits; a file regarding this parcel is available for review in the Land & Resource Management Division office at the Matanuska-Susitna Borough.

---

Your research and inspection notes:

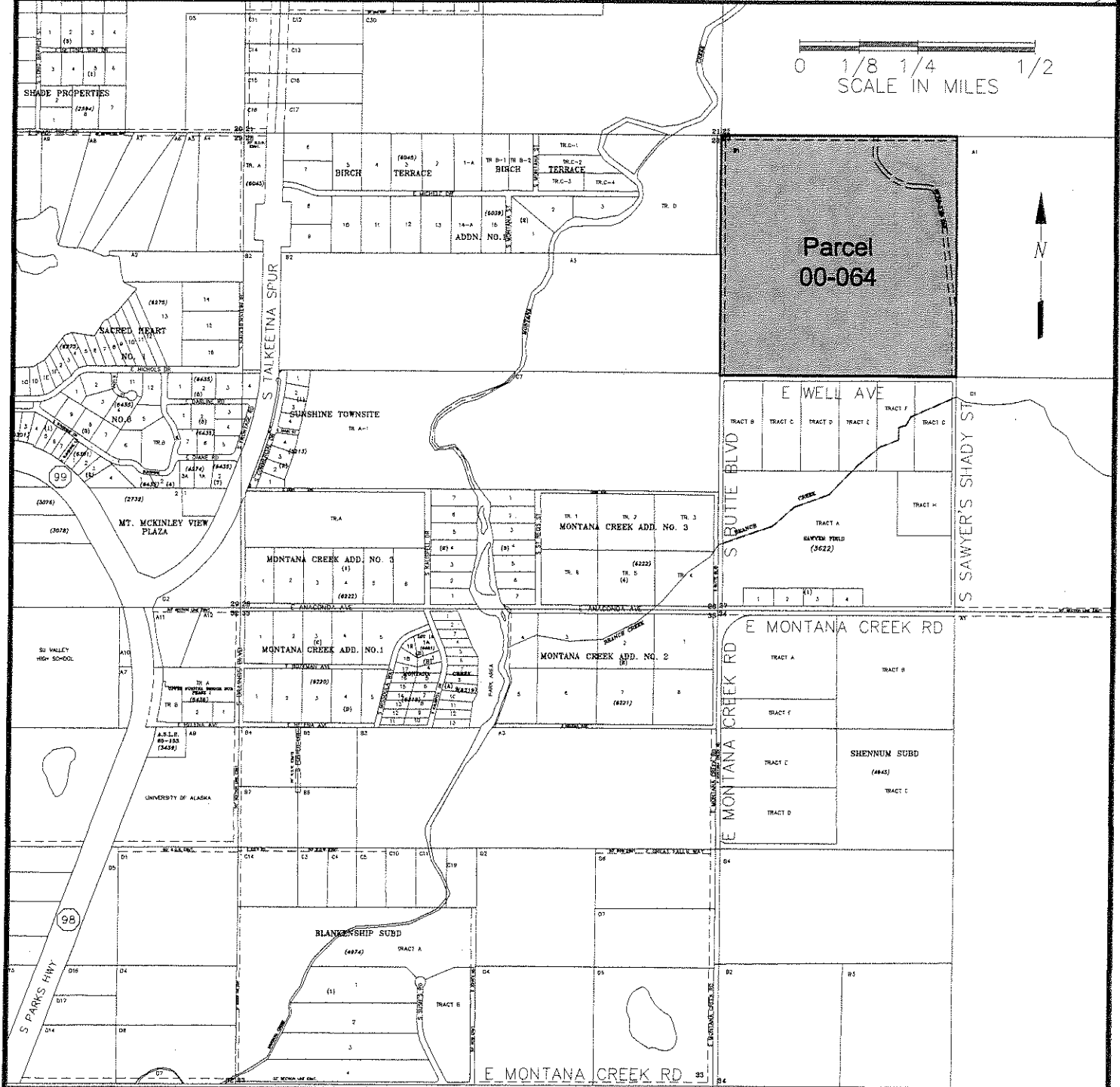
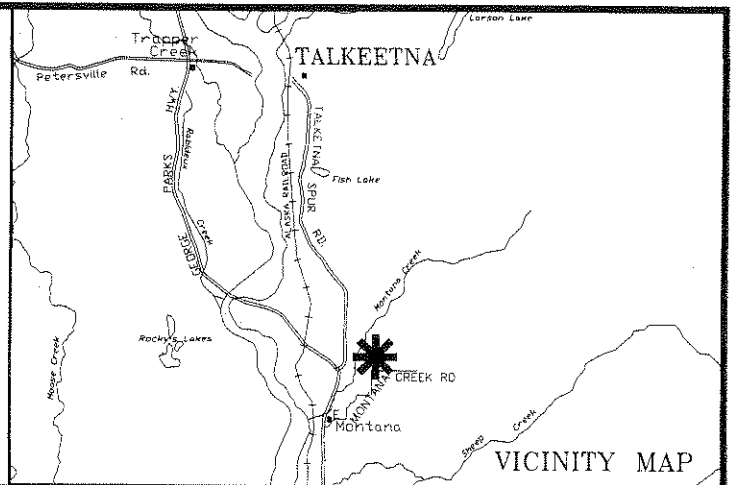
**Parcel 00-064**  
**MSB Map #MO 08**  
**T24N, R04W, Sec. 27**

Community Development - 12-26-07

**NOTICE**

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of information contained within. There are not warranties or representations express or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps and persons relying on such information should refer to official documents of record.

The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps.



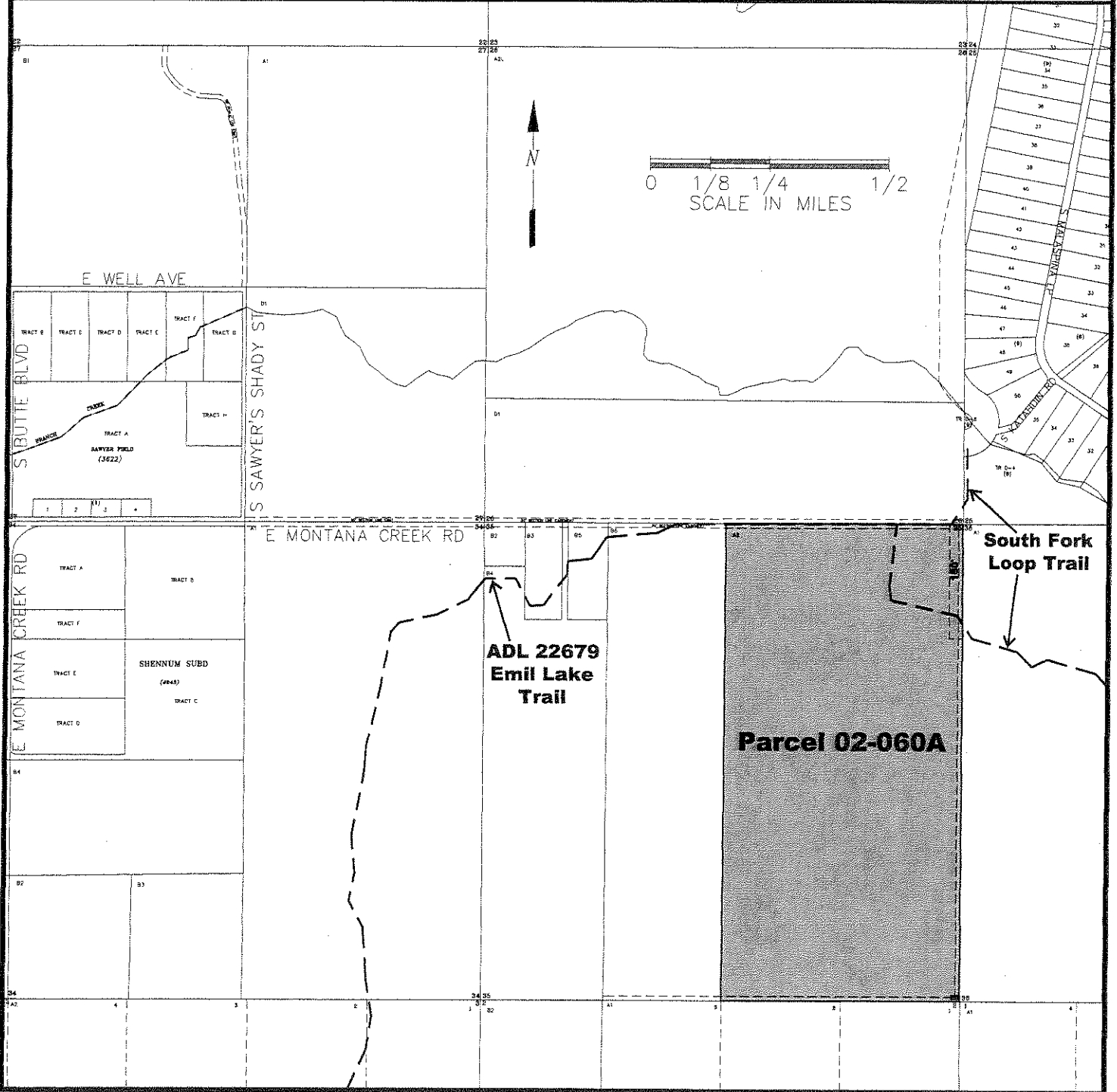
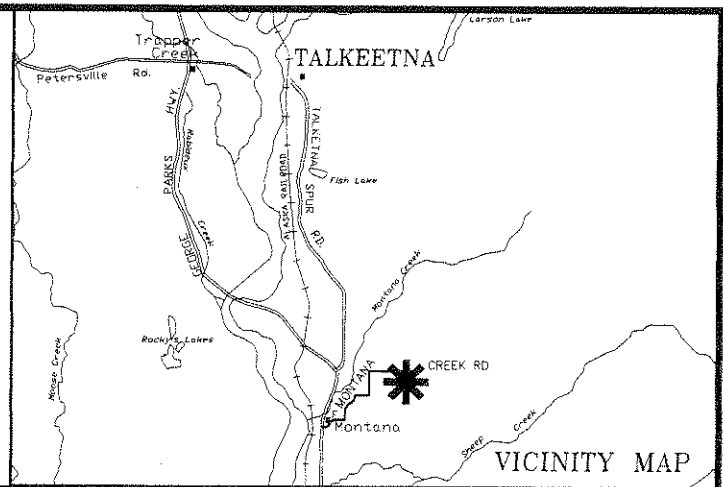
**Parcel 02-060A**  
**MSB Map #MO 08**  
**T24N, R04W, Sec. 35**

Community Development - 12-26-07

**NOTICE**

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of information contained within. There are no warranties or representations express or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps and persons relying on such information should refer to official documents of record.

The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps.



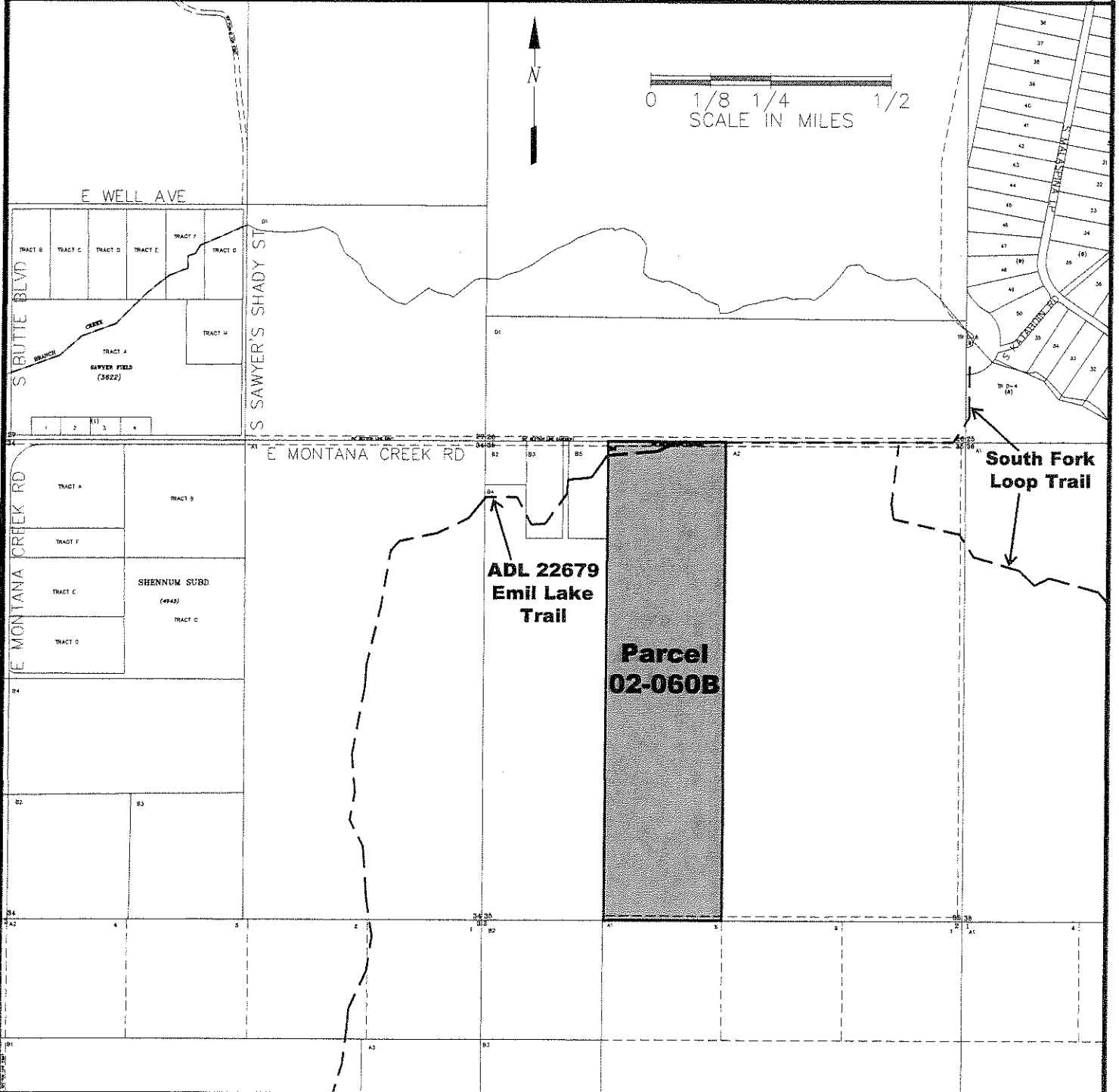
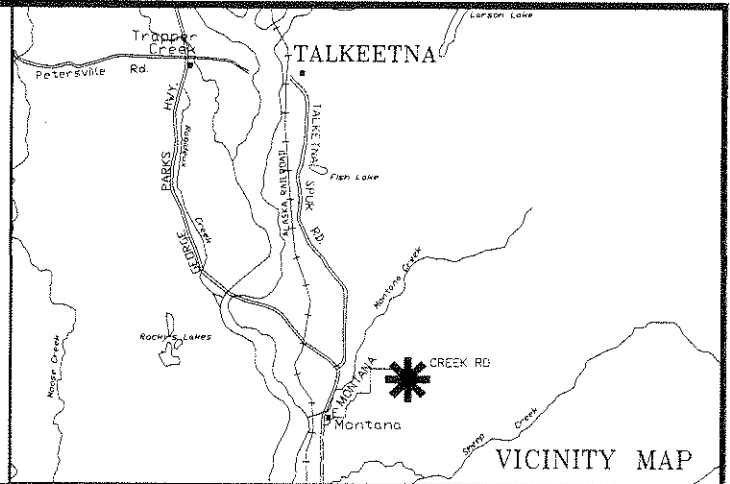
**Parcel 02-060B**  
**MSB Map #MO 08**  
**T24N, R04W, Sec. 35**

Community Development - 12-26-07

**NOTICE**

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of information contained within. There are not warranties or representations express or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps and persons relying on such information should refer to official documents of record.

The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps.



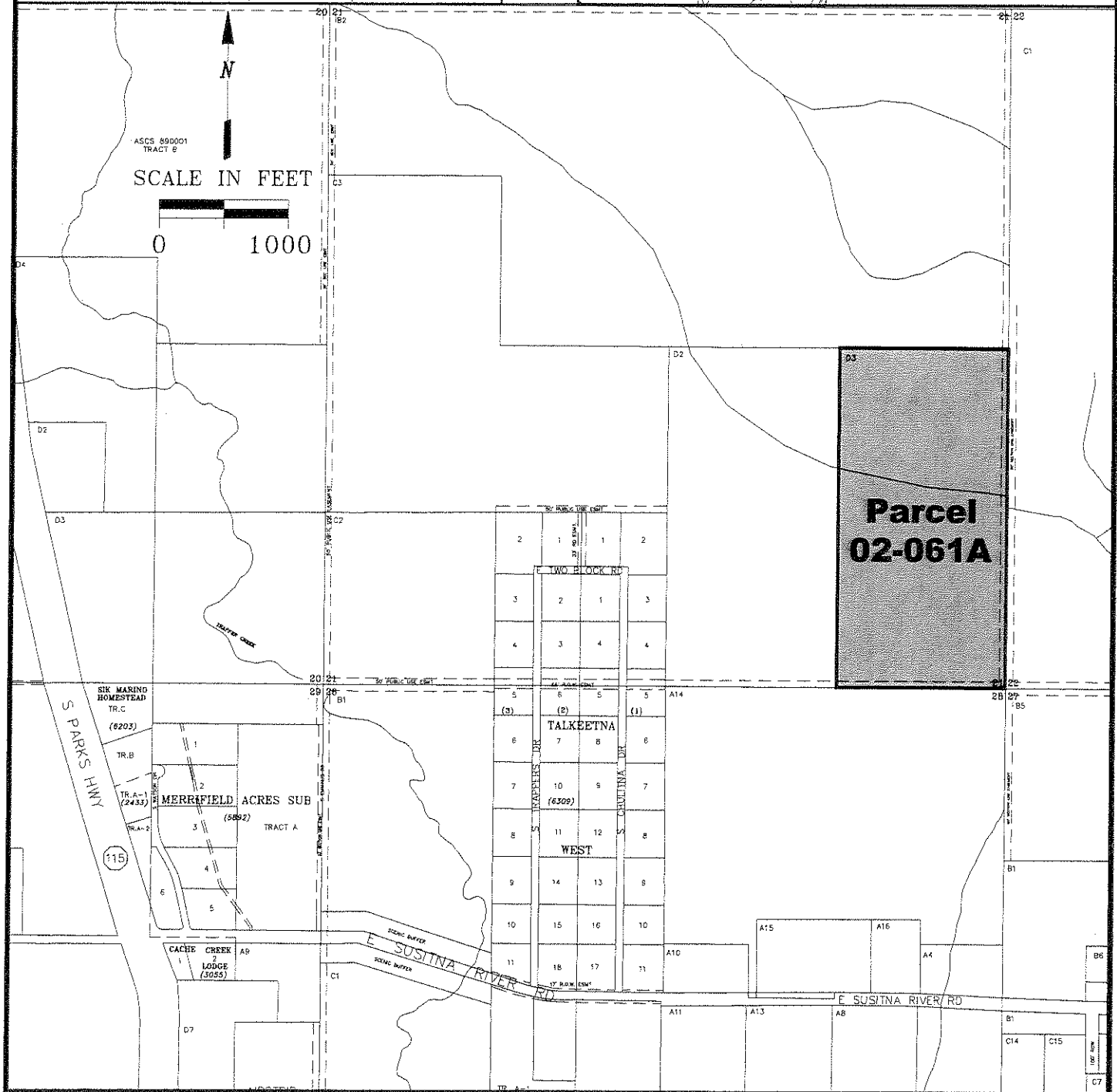
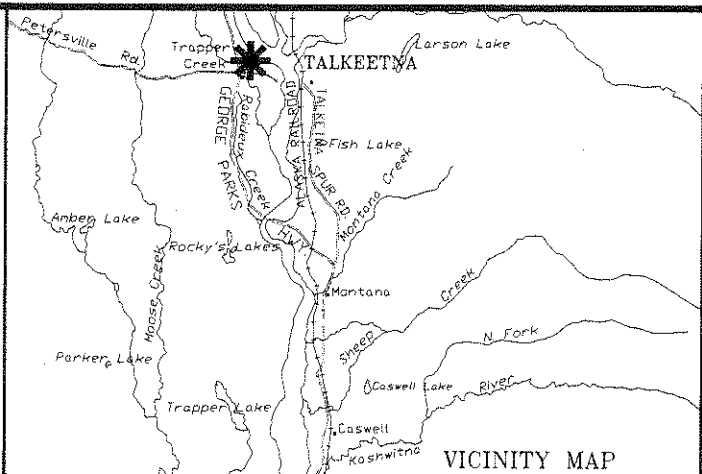
**Parcel 02-061A**  
**MSB Map #TA 05**  
**T26N, R05W, Sec. 21**

Community Development - 12-26-07

**NOTICE**

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of information contained within. There are not warranties or representations express or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps and persons relying on such information should refer to official documents of record.

The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps.



## SOILS MAPS

**This section is provided as a tool to assist potential purchasers in their independent research of each parcel offered for sale.**

The enclosed maps and information have been prepared by the Matanuska-Susitna Borough, with the assistance of information from the United States Department of Agriculture, Natural Resources Conservation Service.


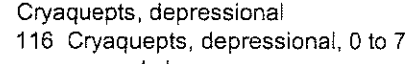


The data is not intended to replace on-ground inspections or actual surveys of the property boundaries, but are only a visual representation of data merged from the various sources as follows:


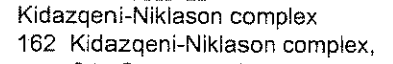

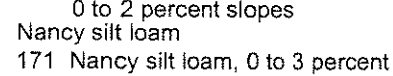
- United States Department of Agriculture, Natural Resource Conservation Service, Matanuska-Susitna Valley Soils Survey (Released July 10, 2000).
- Matanuska-Susitna Borough Tax parcel and Road Maps (January 1, 2004)


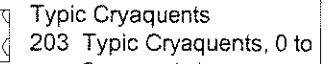
Any physical or geographic features, right-of-way or road locations, acreage or boundaries depicted on the maps are estimates only.

**The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of the information contained within. There are no warranties or representations expressed or implied that the maps are accurate or suitable for any particular purpose. Any person using the maps should review, inspect and confirm, to their own satisfaction, the quality and accuracy of the information compiled.**

# SOILS MAP

-  Cryaquepts, depressional
-  116 Cryaquepts, depressional, 0 to 7 percent slopes
-  Histosols
-  141 Histosols

-  Kidazqeni-Niklason complex
-  162 Kidazqeni-Niklason complex, 0 to 2 percent slopes
-  Nancy silt loam
-  171 Nancy silt loam, 0 to 3 percent slopes

-  Typical Cryaquepts
-  203 Typical Cryaquepts, 0 to 2 percent slopes

## NOTICE

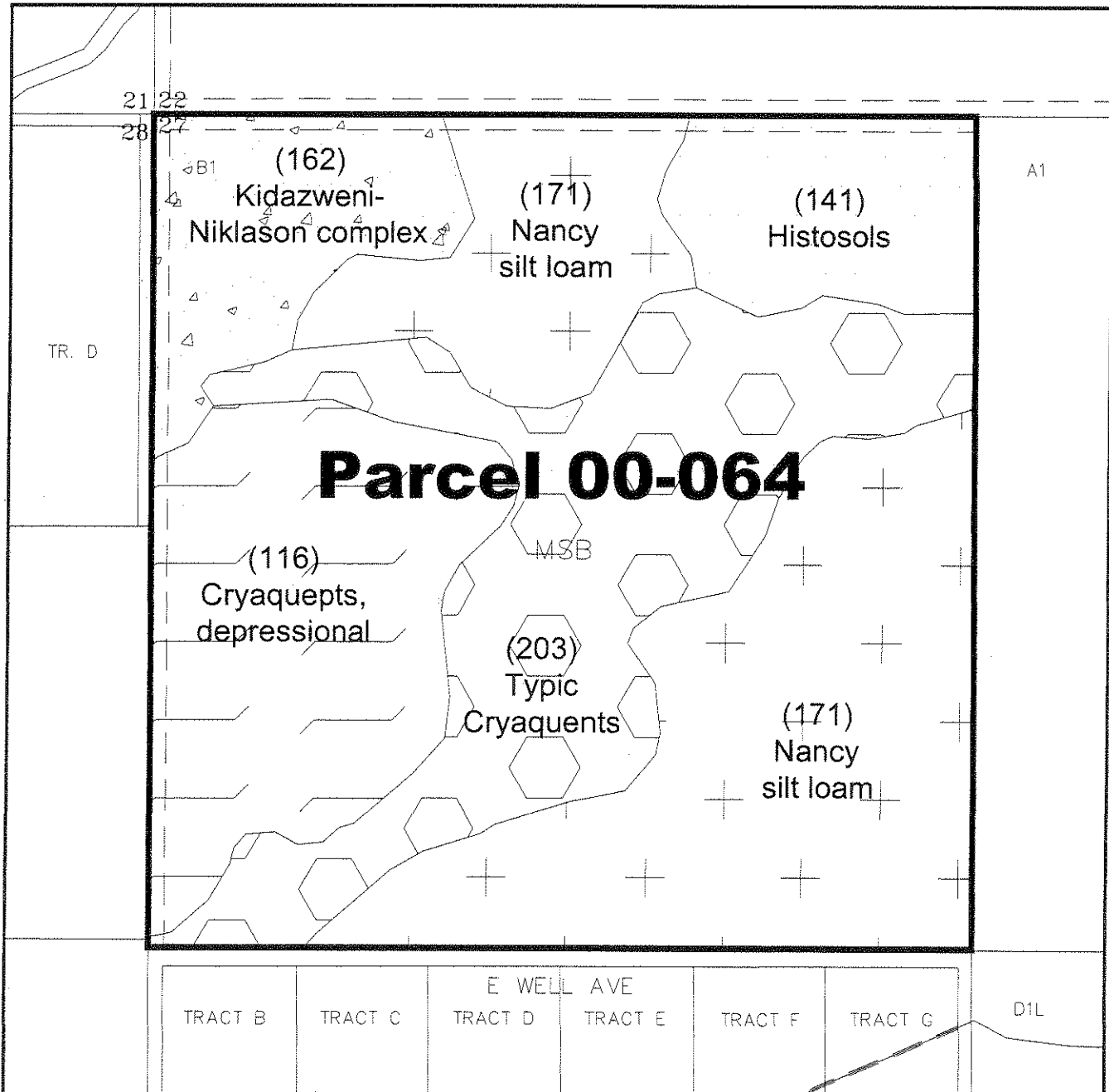
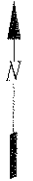
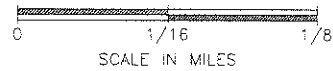
Data on maps are not intended to replace on-ground inspections or actual surveyed property boundaries.

The maps are only a visual representation of data merged from the various sources, as follows:

- United States Department of Agriculture, Natural Resources Conservation Service, Matanuska-Susitna Valley Soils Survey (draft 1998)
- Matanuska-Susitna Borough Tax Parcel and Road Maps (rev. June 2004)













Any physical or geographic features, right-of-way or road locations, and acreage or boundaries depicted on the maps are estimates only.

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of the information contained within. There are no warranties or representations expressed or implied that the maps are accurate or suitable for any particular purpose. Any person using the maps should review, inspect, and confirm, to their own satisfaction, the quality and accuracy of the information hereon compiled.





# SOILS MAP

- |  |  |
|--|--|
|  Cryaquepts, depressional                             |  Nancy silt loam                                    |
|  116 Cryaquepts, depressional, 0 to 7 percent slopes. |  172 Nancy silt loam, sloping and moderately steep. |
|  Histosols  |  Nancy silt loam                                    |
|  141 Histosols  |  173 Nancy silt loam, steep and sloping.            |
|  Nancy silt loam                                      |  Nancy silt loam                                    |
|  171 Nancy silt loam, 0 to 3 percent slopes.          |  174 Nancy silt loam, undulating.                   |

SCALE IN FEET  
0 500





## NOTICE

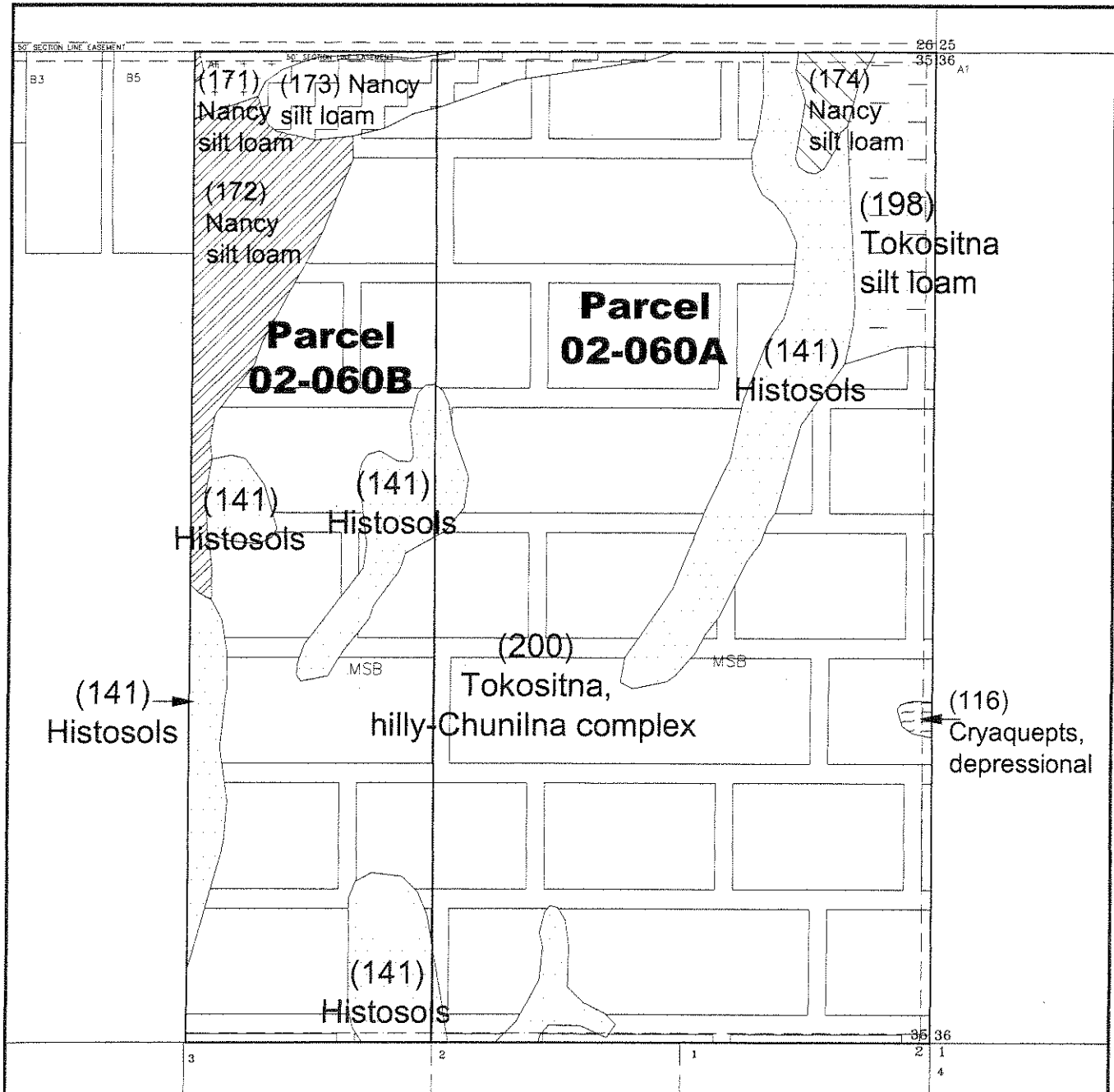
Data on maps are not intended to replace on-ground inspections or actual surveyed property boundaries. The maps are only a visual representation of data merged from the various sources, as follows:

- United States Department of Agriculture, Natural Resources Conservation Service, Matanuska-Susitna Valley Soils Survey (draft 1998)
- Matanuska-Susitna Borough Tax Parcel and Road Maps (rev. June 2004)

Any physical or geographic features, right-of-way or road locations, and acreage or boundaries depicted on the maps are estimates only.

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of the information contained within. There are no warranties or representations expressed or implied that the maps are accurate or suitable for any particular purpose. Any person using the maps should review, inspect, and confirm, to their own satisfaction, the quality and accuracy of the information hereon complied.

- |   |   |
|---|---|
|  | Tokositna silt loam                     |
|  | 198 Tokositna silt loam, steep sloping. |
|  | Tokositna                               |
|  | 200 Tokositna, hilly-Chunilna complex.  |



# SOILS MAP



Kidazqeni-Niklason complex

162 Kidazqeni-Niklason complex, 0 to 2 percent slopes



Susitna silt loam

185 Susitna silt loam, 0 to 2 percent slopes

## NOTICE

Data on maps are not intended to replace on-ground inspections or actual surveyed property boundaries.

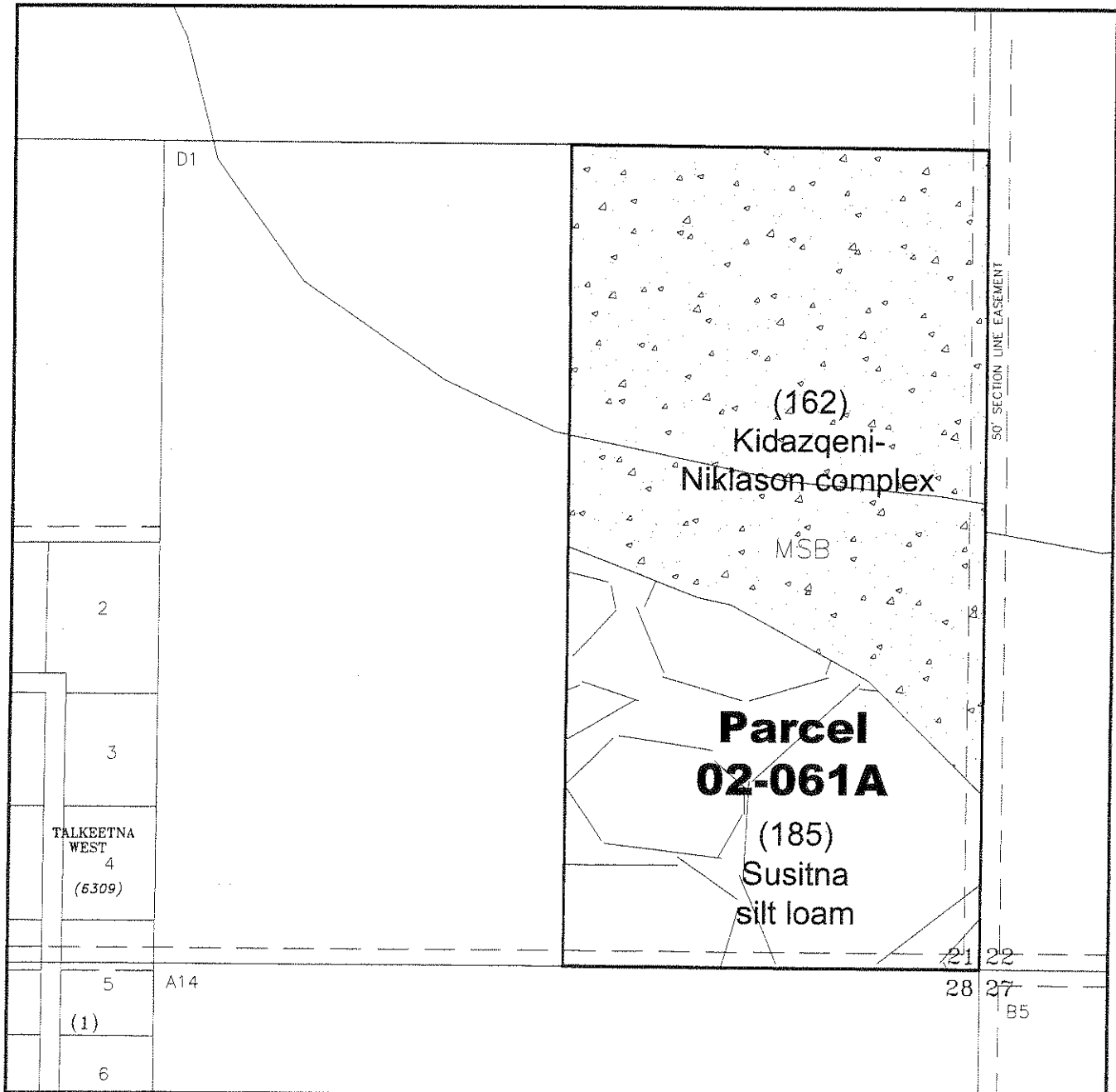
The maps are only a visual representation of data merged from the various sources, as follows:

- United States Department of Agriculture, Natural Resources Conservation Service, Matanuska-Susitna Valley Soils Survey (draft 1998)
- Matanuska-Susitna Borough Tax Parcel and Road Maps (rev. June 2004)

Any physical or geographic features, right-of-way or road locations, and acreage or boundaries depicted on the maps are estimates only.

The Matanuska-Susitna Borough assumes no responsibility for completeness or accuracy of the information contained within. There are no warranties or representations expressed or implied that the maps are accurate or suitable for any particular purpose. Any person using the maps should review, inspect, and confirm, to their own satisfaction, the quality and accuracy of the information hereon compiled.

0 1/16 1/8  
SCALE IN MILES



Community Development -

02-061A ag soil 12-27-07

44

SECTION V.  
CHECKLIST & FORMS



Matanuska-Susitna Borough  
Over-The-Counter Land Sale  
**CHECK LIST**

The following checklist is a guide to assist in submitting the required paperwork and *should be used only after thoroughly reading HOW TO SUBMIT PURCHASE REQUESTS*. The Purchase Request Form (**Form A**) must be signed by all applicants. All of the forms may be reproduced for purposes of multiple applicants or multiple purchase requests being submitted.

**I. Required with each Purchase Request**

- \_\_\_\_\_ **Form A** Purchase Request Form (signed by all bidders/applicants)
- \_\_\_\_\_ **Form B** Qualification Statement
- \_\_\_\_\_ **\$100 NON-REFUNDABLE PURCHASE REQUEST PROCESSING FEE** in the form a money order, cashier's or certified check (bank draft), payable to **MSB**.  
(No personal/business checks, credit or debit cards accepted)

**Submit these ADDITIONAL forms for AGRICULTURAL PARCELS ONLY**

- \_\_\_\_\_ **Form B-1** Prospective Purchaser's Statement of Intent to Use Agricultural Land
- \_\_\_\_\_ **Form B-2** Verification of United States Citizenship and Alaska Residency

**Submit these ADDITIONAL forms & payment if purchase requested under Option "B" (TERMS)**

- \_\_\_\_\_ **Form D** Income and Expense Summary
- \_\_\_\_\_ **Form E** Release of Employment Information
- \_\_\_\_\_ **Form F** CBA Mortgage Request Form
- \_\_\_\_\_ U.S. postal money order, cashier's or certified check (bank draft), payable to **MSB**, in the amount of \$75.75 for each individual or \$76.50 for a married couple with a notation the check is for payment of a credit report.  
(No personal/business checks, credit or debit cards accepted)

**II. Additional documents required if Applicant is a business or an entity, including a partnership, LLC, corporation, association, trust or estate, or a person acting on the behalf of another individual or an entity.**

- \_\_\_\_\_ Proof of authority to sign on behalf of the applicant.
- \_\_\_\_\_ Proof of authority of the individual or entity to conduct business in Alaska and the Matanuska-Susitna Borough

**III. Additional documents and action required for each purchase request by an applicant who is an employee, elected official, appointed officer, paid or unpaid member of Boards, Commissions, or Committees of the Matanuska-Susitna Borough or an immediate family member of such an individual.**

- \_\_\_\_\_ **Form C** Non-Collusion Affidavit
- \_\_\_\_\_ A financial Disclosure and Conflict of Interest Statement must be filed with the MSB Clerk's Office prior to submitting a Purchase Request Form.

**IV. \_\_\_\_\_ Form I** Required when signing the Purchase Request Form that you acknowledge you have received and read Form I, Privacy Policy Notice.

MATANUSKA-SUSITNA BOROUGH  
OVER-THE-COUNTER (OTC)

**PURCHASE REQUEST FORM**

**INSTRUCTIONS:** Please print in ink legibly. Before completing, this form read all information contained in the Over-the-Counter Land Sale brochure. This form must be filled out in its entirety. The sales price must be the Purchase Price printed in the brochure. This form must be submitted to the Matanuska-Susitna Borough Purchasing Division, 350 East Dahlia Avenue, Palmer, Alaska 99645.

NAME OF APPLICANT(S) OR ORGANIZATION'S NAME AND IT AUTHORIZED REPRESENTATIVE:

MAILING ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

All individuals must be listed and sign below. If it is in the name of an organization, proof of authority to represent and sign on behalf of the organization must be presented with this form.

I hereby submit an application to purchase Parcel No. \_\_\_\_\_ (Use parcel number in Brochure) **along with a \$100 non-refundable purchase request processing fee** in the form of money order, cashier's, or certified check (bank draft) payable to Matanuska-Susitna Borough.

The amount of the purchase price is (write out the amount in words and numbers):

\_\_\_\_\_ (\$ \_\_\_\_\_)

**TERMS OF PURCHASE**

I shall purchase the parcel under (Choose only one) \_\_\_\_\_ Option A (All Cash)  
\_\_\_\_\_ Option B (Terms/Financed)

**If Option B is selected, complete the following statement**  
(Option B is available only where purchase price exceeds \$5,000.00):

I shall pay \_\_\_\_\_ percent of the above stated Purchase Price, as a down payment (must be at least 20% for all parcels). The remaining \_\_\_\_\_ percent of the Purchase Price shall be financed through a first lien deed of trust and note secured by the property purchased, and subject to the terms and conditions in the sale brochure.

**For Agricultural parcels only** – I request the monthly payment under Option B be calculated so the amount financed will be paid off in (check one) \_\_\_ 5 years; \_\_\_ 10 years; \_\_\_ 15 years; \_\_\_ 20 years.

If my application is accepted, I hereby agree to execute the purchase agreement and to submit my other documents and pay closing costs required.

Additionally, I agree to pay all closing costs and all other fees associated with the purchase of this property as described under Terms and Conditions of the Sale.

**By signing below, I hereby acknowledge that I have received and read the Matanuska-Susitna Borough Privacy Policy Notice (Form I) and that I have inspected the property.**

**DATE AND SIGNATURES**

Signature \_\_\_\_\_

Date \_\_\_\_\_

MATANUSKA-SUSITNA BOROUGH  
APPLICANT/BIDDER QUALIFICATION STATEMENT

COMPLETE THE FOLLOWING APPLICANT/BIDDER QUALIFICATION STATEMENT FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION. ATTACH ADDITIONAL STATEMENTS IF NEEDED.

I \_\_\_\_\_,  
(Individual Name)

I \_\_\_\_\_,  
(Individual Name)

I \_\_\_\_\_ On behalf of \_\_\_\_\_,  
(Representative's Name) (Organization's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State) (Zip)

do hereby swear and affirm for myself as applicant/bidder or as representative for the organization noted above that:

\_\_\_\_\_ the applicant/bidder is legally competent person under the laws of Alaska; and

\_\_\_\_\_ has not failed to pay a deposit or payment due the Borough in relation to Borough owned real property in the previous five (5) years; and

\_\_\_\_\_ is not currently in breach or default on any contract or lease for real property transaction in which the Borough has an interest; and

\_\_\_\_\_ has not failed to perform under a contract or lease involving borough-owned real property in the previous five (5) years and the Borough has not acted to terminate the contract or lease or to initiate legal action; and

\_\_\_\_\_ has not failed to perform under or is not in default of a contract with the Borough; and is not delinquent in any tax payment to the Borough.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE TO MY KNOWLEDGE.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Prospective Purchaser's Statement of Intent  
to Use Agricultural Land**

I, \_\_\_\_\_, hereby acknowledge and affirm that if I am the successful purchaser, I will use the land acquired at this sale for agricultural purposes as required by the sale program set forth in the covenants, conditions and restrictions and all agricultural land use district regulations in which boundary the parcel is located and which have been disclosed to me. I further acknowledge and affirm that I will abide by the provisions of applicable federal, state and borough laws, and regulations.

I understand that if I am the successful purchaser, I will be required to submit information required by the program and meet the borough's lending requirements to qualify for any financing offered by the borough to purchase the parcel.

I further understand that the classification of the property as "agricultural land" only identifies the land as being "presently or potentially valuable for production of agricultural crops" and the borough makes no warranties, either express or implied, nor assumes any liability whatsoever regarding the social, economic, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards, which may or may not exist, or merchantability, suitability, or profitability of the property for any use or purpose.

By my hand signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(signature)

Subscribed and sworn before me the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska

My commission expires: \_\_\_\_\_

**FORM B-1**

**The undersigned does submit the following as confirmation of United States of America Citizenship and Alaska Residency:**

**United States of America Citizenship:**

Please check one of the following and attach a copy of the document to this form:

- ☐ Certified copy of certificate of birth in U.S. or U. S. possession
- ☐ U. S. Passport
- ☐ U. S. Immigration Service issued form for one of the following:
  - (1) Certificate of U. S. citizenship; or
  - (2) Certificate of naturalization; or
  - (3) U. S. citizen ID card
- ☐ Certification of birth abroad issued by U. S. Department of State
- ☐ Native American tribal document
- ☐ Current voter's registration card

**State of Alaska Residency**

The physical location of my Alaska residence (where I live in Alaska) is:

\_\_\_\_\_  
(Must be a street address or property legal description and include the closest city or community.)

Please check one of the following and attach a copy of the document to this form:

- ☐ Current Alaska voter registration card issued for more than 30 days
- ☐ Current Alaska driver's license issued for more than 30 days
- ☐ Current Alaska hunting or fishing license issued for more than 30 days
- ☐ Current year Alaska permanent fund filing receipt
- ☐ Affidavit (Page 2 of this Form B-2) signed by two (2) individuals who swear and attest they have known the individual to be a resident of Alaska for more than the 30 previous days.

Print Bidder's Name \_\_\_\_\_

Bidder's Signature \_\_\_\_\_

Date \_\_\_\_\_

**FORM B-2**



**Affidavit to Verify the Alaska Residency of** \_\_\_\_\_  
(Print Bidder's Full Name)

I \_\_\_\_\_, whose address is \_\_\_\_\_,  
\_\_\_\_\_, Alaska \_\_\_\_\_, being first duly sworn, makes this truthful statement of my  
own free will, and says that \_\_\_\_\_ is personally known to me, and I  
verify he/she is a resident of Alaska now and has been a resident of Alaska for more than the 30 previous  
days.

This statement is made for the purposes of verifying the Alaska residency of the individual named above  
to the Matanuska-Susitna Borough.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

State of Alaska                    )  
  )ss.  
Third Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

I \_\_\_\_\_, whose address is \_\_\_\_\_,  
\_\_\_\_\_, Alaska \_\_\_\_\_, being first duly sworn, makes this truthful statement of my  
own free will, and says that \_\_\_\_\_ is personally known to me, and I  
verify he/she is a resident of Alaska now and has been a resident of Alaska for more than the 30 previous  
days.

This statement is made for the purposes of verifying the Alaska residency of the individual named above  
to the Matanuska-Susitna Borough.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

State of Alaska                    )  
  )ss.  
Third Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

**FORM B-2**

UNITED STATE OF AMERICA               )  
  )ss.  
STATE OF ALASKA                      )

# FORM C

## CONFIDENTIAL INCOME AND EXPENSE SUMMARY

In order for the credit committee to review your request for MSB to finance your land purchase, please complete the following information. ADD EXTRA PAGES FOR ADDITIONAL INCOME OR EXPENSES.

**INCOME:** Itemize the source and amount of income from wages, salaries, tips, interest, dividends, business or rental income (net annual), partnership distributions, and any other source which provides your financial support. Please indicate if the income figure shown is annual or monthly by marking "X" in the appropriate column.

|    | <u>INCOME SOURCE</u> | <u>AMOUNT</u> | <u>MONTHLY</u> | or | <u>ANNUAL</u> |
|----|----------------------|---------------|----------------|----|---------------|
| 1. | _____                | \$ _____      | _____          |    | _____         |
| 2. | _____                | \$ _____      | _____          |    | _____         |
| 3. | _____                | \$ _____      | _____          |    | _____         |
| 4. | _____                | \$ _____      | _____          |    | _____         |
| 5. | _____                | \$ _____      | _____          |    | _____         |

**EXPENSES:** Itemize your personal expenses, on a monthly basis, which you are required to pay based on existing contracts. These should include loan or lease payments you make on your home or apartment, auto or personal loans and credit card balances. If you have indicated business or rental income, it is assumed that you have provided a "net" figure and a further listing of business or rental loans is not necessary. **It is not necessary to list any utility payments or a loan or credit card balance which will be paid off within 4 months based on its regularly scheduled payments.**

|    | <u>OWED TO/ACCOUNT #</u> | <u>AMOUNT MONTHLY</u> | <u>BALANCE DUE</u> |
|----|--------------------------|-----------------------|--------------------|
| 1. | _____                    | \$ _____              | \$ _____           |
| 2. | _____                    | \$ _____              | \$ _____           |
| 3. | _____                    | \$ _____              | \$ _____           |
| 4. | _____                    | \$ _____              | \$ _____           |
| 5. | _____                    | \$ _____              | \$ _____           |

NAME/DATE COMPLETED: \_\_\_\_\_

## DATE: \_\_\_\_\_

[illegible]

to furnish the following information to the Matanuska-Susitna Borough regarding my employment.

\_\_\_\_\_(employee's social security number)

\_\_\_\_ (other company ID number for employee)

Please fill out the following information and return to the Matanuska-Susitna Borough, Land Management Division, 350 E. Dahlia Ave., Palmer, Alaska, 99645 in the enclosed envelope at your earliest convenience. If you have questions, please call 907-745-9869.

Date Hired: \_\_\_\_\_

Currently employed:            yes / no  
   (circle one)

If no, date terminated: \_\_\_\_\_

Current/ or last position: \_\_\_\_\_

Current/ or last salary: \_\_\_\_\_ hourly / weekly / monthly  
(circle one)

Average hours worked per week by this employee: \_\_\_\_\_

Date:

(employer or representative's signature)

(phone number)



## **MATANUSKA-SUSITNA BOROUGH PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, the borough is providing you with this document which notifies you of the privacy policies and practices of Matanuska-Susitna Borough, a municipal corporation, organized and existing under the laws of the state of Alaska.

The borough may collect nonpublic personal information about you from the following sources when processing a request to purchase, lease or otherwise contract to use borough-owned land and resources:

Information it receives from you such as completed applications; income-expense, asset-liability and operating statements; income tax returns; rental and leasing agreements; contracts related to your income and expenses; and employment information and verification.

Information about your transactions with the borough that it secures from its own files, including any department or division of the borough.

Information it receives from credit or consumer reporting agency.

Information it receives from others involved with you or your transaction, such as partners, business associates, title company and escrow company representatives, real estate agents, surveyors, appraisers, contract collection agents, or lenders.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

The borough, as a governmental entity, is required by A.S. 40.25.110 to provide certain information to the public. The borough does not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted or required to by law. Alaska Statutes per Section 40.25.120, excepts from public records "(4) records required to be kept confidential by a federal law or regulation or by state law." The Matanuska-Susitna Borough code provides the following:

MSB 1.50.030(B) in part states that "information shall be released, providing its release does not conflict with the privacy rights of ordinary citizens."

MSB 1.50.040(A) in part states that "This chapter shall not be construed to require disclosure of: ... (2) personnel, payroll or medical files, or other files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy... (7) proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interest or persons or entities providing the information or data; (10) personal information other than name and address given to the borough with the legitimate expectation of privacy in conjunction with licenses, permits, or other borough services."

The borough restricts access to nonpublic personal information about you to those employees who need to know that information to process your requests and provide you with associated services. The borough maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

SECTION VI.  
SAMPLE DOCUMENTS  
FOR  
GENERAL PURPOSE PARCELS  
AND  
AGRICULTURAL PARCELS (GREEN)



ALL CASH  
PURCHASE AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Matanuska-Susitna Borough**, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, (hereinafter referred to as "Seller") and XXXXXXXXXXXXXXXXXXXX whose address of record is XXXXXXXXXXXXXXXXXXXX (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of that real property located in the XXXXXXXX Recording District, State of Alaska, and more particularly described as follows:

XXXXXXXXXXXXXXXXXXXX, located in the XXXXXXX Recording District, Third Judicial District, State of Alaska.

(hereinafter referred to as "Property"); and

WHEREAS, Buyer has made an application to buy, as evidenced by an application dated XXXXXXXXXXXX, and Seller is willing to sell the Property as evidenced by Matanuska-Susitna Borough XXXXXXXXXXXX.

WHEREAS, this agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this agreement shall be governed by the laws of the state of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

NOW THEREFORE, in consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the Property on all the terms and conditions in the Over-the-Counter sale brochure for Project No. XX-XXX, and as more particularly set forth below:

1. PURCHASE PRICE

The Purchase Price of the Property is XXXXXXXXXXXX and No/100 Dollars (\$XXXXXXXX), and shall be paid as follows:

a. XXXXXXXXXXXX and XX/100 Dollars (\$XXXXXXXX), as the purchase deposit, representing XXXX percent (XX%) of the purchase price, in the form of a certified or cashier's check or money order, attached herewith, which shall be held by Seller until closing, at which time this payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement.

b. XXXXXXXXXXXX and XX/100 Dollars (\$XXXXXXXX), representing the balance of the Purchase Price, shall be paid, in the form of cash, certified check or money order, in full at the time of closing.



## 2. TITLE

Seller shall provide a policy of title insurance, to the Buyer as the insured, which indicates the condition of title subject to reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions of record or created by operation of law; and also subject to additional reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions indicated in the sale brochure for subject parcel which will be created by the conveyance from the Seller to the Buyer; and further subject to governmental regulations including, but not limited to, setback, use classifications, zoning or special permit requirements and any matters including, but not limited to, existing trails or encroachments which would be disclosed by actual inspection or survey of the property. The Seller shall initiate the order for the title report from the Title Company selected by the Seller. Title shall be delivered at time of closing by quitclaim deed, which shall be issued to Buyer as:

XXXXXXXXXXXX, a(n) \_\_\_\_\_ married, \_\_\_\_\_ unmarried man.  
XXXXXXXXXXXX, \_\_\_\_\_ husband and wife, as tenants by the entirety.

*Please mark appropriate marital status and initial here \_\_\_\_\_.*

*Please initial here \_\_\_\_\_ and here \_\_\_\_\_.*

## 3. ESCROW AND CLOSING COSTS

Upon Seller's request, the Buyer will select a company to provide escrow closing services. The Seller will initiate the closing and deliver documents necessary to the Escrow Company selected by the Buyer.

In addition to the purchase price, Buyer agrees to pay all closing costs associated with this Agreement, which may include but are not limited to: recording fees, document preparation fees and escrow closing fees.

## 4. CLOSING

Buyer and Seller agree that time is of the essence and within thirty (30) days from the date this Agreement is made: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) Buyer shall pay to Seller the entire balance of the purchase price and all escrow and closing costs; EXCEPT, in the event the Seller can not provide a policy of title insurance with such condition of title represented as Item 2 above, an automatic extension of time shall be provided for a period not to exceed 120 days. In such an event, after 120 days, either the Seller or Buyer may elect to terminate the purchase contract, and all monies on deposit will be refunded to the Buyer.

## 5. POSSESSION

Possession shall be delivered to Buyer at time of recording.

6. BREACH BY BUYER; REMEDIES OF SELLER

In the event that Buyer fails to make any payment required, or fails to execute any and all documents and papers necessary in connection with closing and transfer of title under the terms of this Agreement up to \$1,000.00 of deposits made by Buyer shall be retained by Seller and this Agreement shall be terminated. The Buyer shall be separately responsible for any cancellation fee due third parties who have provided services under the terms and conditions of this agreement.

7. DEFENSE AND INDEMNIFICATION

Buyer agrees that it shall defend, indemnify and hold harmless Seller from and against all claims, demands, judgments, costs, expenses and fines (including reasonable attorney's fees) which may arise, for any reason, from the use of or presence on the Property by Buyer, its agents, contractors or invitees.

8. HAZARDOUS MATERIAL

a. Buyer acknowledges that they have personally inspected the above-described property, and after due and diligent inquiry found no evidence of environmental contamination on or near the Property; and that the Seller, to the best of its knowledge, is unaware of any environmental contamination on or near the Property; and that the Buyer will maintain the Property in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties expressed or implied with respect to the condition of the Property, the existence or non-existence of environmental contamination or the suitability for any purpose whatsoever.

b. Buyer agrees that if the presence of hazardous material on the Property is caused or permitted by Buyer, its agents, employees, contractors, or invitees, or if contamination of the Property by hazardous materials otherwise occurs on the Property, Buyer shall defend, indemnify, and hold harmless Seller from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorneys' fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government on or under the Property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local government authority, the state of Alaska, or the United States government.

c. Nothing in this section shall be construed so as to release the Seller from liability arising as a result of its negligence or willful misconduct.

9. ASSIGNMENTS

This Agreement may not be assigned without the written agreement of Seller, which may be withheld for any reason. This Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns.

10. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both Seller and Buyer.

11. MISCELLANEOUS

a. Buyer agrees to comply with the Declaration of Covenants, Conditions, and Restrictions of record, if any, affecting the Property.

b. Buyer acknowledges its responsibility to inspect the property and agrees the Seller assumes no liability for matters, which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability, or profitability of the property for any use or purpose. All rights to dispute acreage are waived by Buyer after closing or 30 days from the date of this agreement, whichever occurs first.

c. Buyer agrees construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the Buyer. The Buyer further agrees to comply with all federal, state, and borough regulations regarding the use and development of the property, which includes but is not limited to; State of Alaska, Department of Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining of any area within the property designated as wetlands by the appropriate authority.

d. Buyer and Seller agree that pursuant to AS 34.70.110, the provisions of AS 34.70.010-200, Disclosures in Residential Real Property Transfers, is hereby expressly waived and shall not apply to this sale.

e. Time is of the essence in the performance of this Agreement.

This Agreement has been executed by the parties on the day and year first above written.

BUYER:

SELLER:

XXXXXXXXXXXXX

John Duffy, Borough Manager  
MATANUSKA-SUSITNA BOROUGH

TERMS  
PURCHASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by and between the **Matanuska-Susitna Borough**, whose address is 350 E. Dahlia Avenue, Palmer, Alaska 99645 (hereinafter referred to as "Seller") and **XXXXXXXXXX** whose address of record is **XXXXXXXXXXXXXXXXXX** (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of that real property located in the **XXXXXXXXXX** Recording District, State of Alaska, and more particularly described as follows:

**XXXXXXXXXXXXXXXXXX**, located in the **XXXXXXXXXX** Recording District, Third Judicial District, State of Alaska.

(hereinafter referred to as "Property"); and

WHEREAS, Buyer has made an application to buy, as evidenced by an application dated **XXXXXXXXXX**, 20XX, and Seller is willing to sell the Property as evidenced by Matanuska-Susitna Borough Ordinance No. XX-XXX.

WHEREAS, this agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this agreement shall be governed by the laws of the state of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

NOW THEREFORE, in consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the Property on all the terms and conditions in the Over-the-Counter sale brochure for Project No. \_\_\_\_\_, and as more particularly set forth below:

1. PURCHASE PRICE

The Purchase Price of the Property is **XXXXXXXXXX** and XX/100 Dollars (\$**XXXXXXXXXX**), and shall be paid as follows:

a. **XXXXXXXXXX** and XX/100 Dollars (\$**XXXXXXXXXX**), as the purchase deposit, representing **XXXXXX** percent (XX%) of the purchase price, in the form of a certified or cashier's check or money order, attached herewith, which shall be held by Seller until closing, at which time this payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement.

b. **XXXXXXXXXX** and XX/100 Dollars (\$**XXXXXXXXXX**), representing the balance of the Purchase Price, shall be paid by a Deed of Trust Note executed by Buyer in favor of Seller and

secured by a first lien Deed of Trust on the Property, with interest at the rate of XXX and XXXXXX percent (XXXX%) per annum, payable in XXXXXX (XXX) equal monthly installments.

## 2. EXAMINATION OF BUYERS FINANCIAL BACKGROUND

Buyer, at its own expense, agrees to provide Seller with the required documents as described in this section in order to allow Seller to determine Buyer's ability to meet its financial obligations under the terms of this Agreement. In the event that Seller, based upon such documents, determines that Buyer is unlikely to meet its financial obligations, this Agreement shall be terminated, and any payments heretofore made by Buyer toward the Purchase Price of the Property shall be returned to Buyer; however, any costs incurred by Buyer in connection with the submission and preparation of documents required under this section shall remain the sole responsibility of Buyer; such costs and fees, required to participate in the sale, such as credit report fees or escrow cancellation fees, remaining unpaid at the time of termination of the agreement may be paid by Seller from the monies held as a deposit and the balance shall be refunded to the Buyer.

a. Buyer shall provide Seller, concurrently herewith, authorization and payment for a credit report, outlining Buyer's credit history, issued directly to Seller from the credit reporting agency approved by Seller.

b. Buyer shall provide Seller written authorization for Seller to obtain written income verification from the Buyer's employer(s). The verification request will include the income being paid to Buyer and length of employment. If self-employed, a copy of Buyer's completed Internal Revenue Service income tax forms for the two most recent tax years must be submitted.

c. Buyer shall provide Seller, upon request, a summary of monthly income and expenses and a current financial statement listing Buyer's total assets and liabilities. The list of assets must include the total value of personal property, the present value and location of any real property, and cash. The list of liabilities must include any outstanding financial obligations, including consumer credit, loans, promissory notes, and mortgages. Buyer shall certify that the information contained therein is true to the best of its knowledge.

## 3. TITLE

Seller shall provide a policy of title insurance, to the Buyer as the insured, which indicates the condition of title subject to reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions of record or created by operation of law; and also subject to additional reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions indicated in the sale brochure for subject parcel which will be created by the conveyance from the Seller to the Buyer; and further subject to governmental regulations including but not limited to setback, use classification, zoning or special permit requirements and any matters including but not limited to existing trails or encroachments which would be disclosed by actual inspection or survey of the property. Buyer shall provide a policy of title insurance, to Seller as the insured, which indicates the Deed of Trust in favor of the Seller is in a first lien position upon the subject parcel. The Seller shall

initiate the order for the title reports from the title company selected by the Seller. Title shall be delivered at time of closing by quitclaim deed which shall be issued to Buyer as:

XXXXXXXXXXXX, a(n) \_\_\_\_\_ married, \_\_\_\_\_ unmarried (woman) (man).  
XXXXXXXXXXXX, \_\_\_\_\_ husband and wife, as tenants by the entirety.  
*Please mark appropriate status & initial here \_\_\_\_\_*

4. ESCROW AND CLOSING COSTS

Upon Seller's request, the Buyer will select a company to provide escrow closing services. The Seller will initiate the closing and deliver documents necessary to the escrow company selected by the Buyer.

In addition to the purchase price, Buyer agrees to pay all closing costs in connection with this Agreement, which may include but are not limited to, recording fees, mortgage credit report, document preparation fees, escrow closing fee, mortgagee's title insurance policy if sale is financed by Seller, escrow collection fees (set-up and annual fees), and other fees associated with the process and financial option selected.

5. CLOSING

Buyer and Seller agree that within ninety (90) days from the date this Agreement is made: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) Buyer shall deposit in escrow the remaining down payment amount and all escrow and closing costs; EXCEPT, in the event the Seller can not provide a policy of title insurance with such condition of title represented as Item 3 above, an automatic extension of time shall be provided for a period not to exceed one hundred twenty (120) days in which to clear title. In such an event, after one hundred twenty (120) days, either the Seller or Buyer may elect to terminate the purchase contract, and all monies on deposit will be refunded to the Buyer.

6. POSSESSION

Possession shall be delivered to Buyer at time of recording.

7. BREACH BY BUYER; REMEDIES OF SELLER

In the event that Buyer fails to make any payment required, or fails to submit or execute any and all documents and papers necessary in connection with the examination of Buyer's financial background, or with closing and transfer of title within the time periods specified in this Agreement, up to \$1,000.00 of deposits made by Buyer shall be retained by Seller and this Agreement shall be terminated. The Buyer shall be separately responsible for any cancellation fee due third parties who have provided services under the terms and conditions of this agreement.

8. DEFENSE AND INDEMNIFICATION

Buyer agrees that it shall defend, indemnify and hold harmless Seller from and against all claims, demands, judgements, costs, expenses, and fines (including reasonable attorney's fees) which may arise, for any reason, from the use of or presence on the Property by Buyer, its agents, contractors or invitees.

9. HAZARDOUS MATERIAL

a. Buyer acknowledges that they have personally inspected the above-described property, and after due and diligent inquiry, found no evidence of environmental contamination on or near the Property; and that the Seller, to the best of its knowledge, is unaware of any environmental contamination on or near the Property; and that the Buyer will maintain the Property in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties express or implied with respect to the condition of the Property, the existence or non-existence of environmental contamination or the suitability for any purpose whatsoever.

b. Buyer agrees that if the presence of hazardous material on the Property is caused or permitted by Buyer, its agents, employees, contractors, or invitees, or if contamination of the Property by hazardous materials otherwise occurs on the Property, Buyer shall defend, indemnify, and hold harmless Seller from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorneys' fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government on or under the Property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, the state of Alaska, or the United States government.

c. Nothing in this section shall be construed so as to release the Seller from liability arising as a result of its negligence or willful misconduct.

10. ASSIGNMENTS

This Agreement may not be assigned without the written agreement of Seller which may be withheld for any reason. This Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns. The provisions contained in this Agreement with respect to the deed of trust note and deed of trust shall be binding upon and shall inure to the benefit of all parties to the same as well as subsequent owners of the Property, and the said deed of trust note and deed of trust.



11. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both Seller and Buyer.

12. MISCELLANEOUS

a. Buyer agrees to comply with the Declaration of Covenants, Conditions, and Restrictions of record, if any, affecting the Property.

b. Buyer acknowledges its responsibility to inspect the property and agrees the Seller assumes no liability for matters which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. Buyer agrees that written notice must be given to Seller within thirty (30) days of signing this agreement, or by the date of closing, whichever comes first, in order to dispute the approximate acreage figure of the parcel noted in the sale brochure under the Terms and Conditions of Sale, ACREAGE. All rights to dispute acreage are waived by Buyer after closing or the 30-day period whichever comes first.

c. Buyer agrees construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the Buyer. The Buyer further agrees to comply with all federal, state, and borough regulations regarding the use and development of the property, which includes but is not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.

d. Buyer and Seller agree that pursuant to AS 34.70.110, the provisions of AS 34.70.010-200, Disclosures in Residential Real Property Transfers, is hereby expressly waived and shall not apply to this sale.

e. Buyer acknowledges that in event of default in addition to non-judicial and judicial foreclosure remedies the forthcoming Deed of Trust Note will provide the Lender with the option to sue on the Note and obtain judgment against the Trustor for satisfaction of the amount due under the Note either before or after judicial foreclosure of the Deed of Trust under AS 09.45.170 - AS 09.45.220.

f. Time is of the essence in the performance of this Agreement.

g. Buyer acknowledges and agrees to responsibility for pending local improvement districts affecting subject property.

This Agreement has been executed by the parties on the day and year first above written.

BUYER:

SELLER:

XXXXXXXXXXXX

John Duffy, Borough Manager  
MATANUSKA-SUSITNA BOROUGH

QUITCLAIM DEED

The GRANTOR, **Matanuska-Susitna Borough**, a municipal corporation organized and existing under the laws of the state of Alaska, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, for Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and quitclaims to the GRANTEE(S), \_\_\_\_\_, (an (un)married \_\_\_\_\_), whose address of record is \_\_\_\_\_, (a one-half undivided interest) and \_\_\_\_\_ (an (un)married \_\_\_\_\_), whose address of record is \_\_\_\_\_, a one-half undivided interest, as (Tenants in Common) (husband and wife, Tenants by the Entirety) all interest it has, if any, in the following described real property:

(Legal Description)

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto;

RESERVING UNTO THE GRANTOR, its successors and assigns,

SUBJECT TO all reservations, exceptions, easements, covenants, conditions, restrictions, and plat notes of record.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

MATANUSKA-SUSITNA BOROUGH,  
a municipal corporation by:

ATTEST: Lonnie McKechnie, CMC  
Borough Clerk

JOHN DUFFY  
Borough Manager

(SEAL)

GRANTEES' ACCEPTANCE

\_\_\_\_\_, GRANTEE \_\_\_\_\_, GRANTEE

GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
Third Judicial District )

On \_\_\_\_\_, 20\_\_\_\_, John Duffy, manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the Quitclaim Deed on behalf of the municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

GRANTEE'S ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
Third Judicial District )

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, personally appeared before me,

\_\_\_\_\_ who is personally known to me

\_\_\_\_\_ whose identity I proved on the basis of \_\_\_\_\_

\_\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness

and acknowledged before me that he/she signed the Quitclaim Deed for the purposes stated therein.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

Return to:

DEED OF TRUST

This Deed of Trust is made \_\_\_\_\_, 20\_\_\_\_, between **XXXXXXXXXXXXXX and XXXXXXXXXXXXXXXX**, husband and wife as Tenants in the Entirety/Tenants in Common/an (un)married \_\_\_\_\_, (hereinafter referred to as "Trustors"), whose address is **XXXXXXXXXXXXXXXXXXXXXX**, and (Title Company Name), whose address is **XXXXXXXXXXXXXXXXXXXXXX**, (hereinafter referred to as "Trustee"), and the **Matanuska-Susitna Borough**, a municipal corporation, (hereinafter referred to as "Beneficiary"), whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645.

Trustor hereby irrevocably grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the following described real property:

(Legal Description)

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof (hereinafter referred to as "Property"), subject, however, to the right, power and authority herein given and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of **XXXXXXXXXXXXXXXXXXXXXX and XX/100 Dollars (\$XXXX.XX)**, according to the terms of a Deed of Trust note of even date herewith, payable to Beneficiary or order and made by Trustor, the terms and duration of which are incorporated herein by reference.

A. To protect the security of this Deed of Trust, the Trustor covenants and agrees as follows:

1. To pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments that are next due on the note, on the **XXXXXXXXXX (XXX)** day of each month prior to maturity.
2. To pay to the Beneficiary the monthly payments payable under the terms of the note secured hereby, on the **XXXXXXXXXX (XXX)** day of each month until said note is fully paid. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing

with the date it is due, the Beneficiary may collect, and the Trustor agrees to pay with such payment, a late fee of fifty dollars (\$50.00) which will be added to each such late payment.

3. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring or permitting any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value. The specific enumerations herein shall not be construed so as to exclude the general.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Property.
5. To defend, indemnify and hold harmless Beneficiary and Trustee from and against all claims, demands, judgments, costs, expenses and fines (including reasonable attorney's fees) which may arise, for any reason, and from the use of or presence on the Property by Trustor, its agents, contractors, invitees, or from any default by Trustor hereunder.
6. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Trustor will, at all times, indemnify from, and on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust and shall be due and payable on demand. To pay all cost of suit, cost of evidence of title, and reasonable attorney's fees in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
7. To pay at least ten (10) days before delinquent any rents, taxes, assessments and encumbrances, charges or liens with interest, that may be now or hereafter levied, assessed or claimed upon the Property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefore, and to pay all taxes, reasonable cost, fees, and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Trustor, and Beneficiary shall not be liable to Trustor for a failure to exercise any such option.

To repay immediately on written notice to Trustor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance within ten (10) days of the mailing of such

notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Trustor for the recovery of such expenditure or advance and interest thereon, and in such action, together with reasonable attorney's fees.

B. It is mutually agreed that:

1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may:
  - a. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
  - b. Commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee;
  - c. Pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and
  - d. In exercising any such powers, incur any liability, expend whatever amounts in absolute discretion it may deem necessary therefore including cost of evidence of title, employ counsel, and pay reasonable fees.
2. Should the Property or any party or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in, and prosecute, in its own name, any action or proceeding, or make any compensation, awards, or other relief therefore. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby, as it may elect. Trustor agrees to execute such further assignments of any compensation, award damages, rights of action, and proceeds as Beneficiary or Trustee may require.
3. Trustor, during the term of this Deed of Trust, shall not subdivide the Property or cut any timber other than for its own personal use on the Property except as approved in advance by the Beneficiary; nor shall Trustor encumber the Property with any obligation, which, in the judgment of Beneficiary or Trustee, appears to be prior or superior to Beneficiary's interest in or rights to the Property.
4. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
5. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge, after

due and diligent inquiry, no hazardous substances or wastes are located on or are being stored on the Property, or any adjacent property, nor have any such substances been owned, stored, used or disposed of on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware: a) that the Property or any adjacent property is being, may be, or has been contaminated with hazardous wastes or substances, or b) of the existence of hazardous substances or wastes on the Property or adjacent property. Trustor will not cause or permit any activities in connection with the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous wastes or substances. For purposes of this Deed of Trust, the term "hazardous wastes or substances" means any substance or material defined, listed or designated as hazardous, toxic or radioactive, or other similar term, by an applicable federal, state or local statute, regulations or ordinance now or hereafter in effect, and as they may be amended or interpreted from time to time.

6. At Trustor's expense, Trustor shall promptly comply with all federal, state and local statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the ownership, use, generation, storage, handling, treatment, transport, disposal, existence, removal of clean-up of hazardous wastes or substances in, on, under or adjacent to or in the vicinity of the Property. Beneficiary may, but shall not be obliged to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary. Whether or not Trustor has actual knowledge of the existence of hazardous wastes or substances, in, on, or under the Property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. These provisions are in addition to such other certificates, agreements and indemnity as Trustor or others may have furnished to Beneficiary, with regard to hazardous substances.
7. At any time upon written request of Beneficiary, payment of its fees, and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness, Trustee may consent to the making of map or plat of said Property; join in the granting of any easement or creating of any restriction thereon; join in agreements affecting the lien thereof; reconvey, without warranty, all or any part of the Property.
8. The collections of rents, issues, and profits, or compensation or awards for the taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
9. On written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust and Note to Trustee for cancellation and on payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals



and any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and on written request therefore by Beneficiary specifying the nature of the default or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause to be sold the Property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein the Property or some part thereof is situated, and shall cause notice and publication as required by the laws of the state of Alaska.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of sale, in order of priority, to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at **XXXXXX percent (X.XX% )** per annum; to all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

The power of sale conferred by this Deed of Trust is not an exclusive remedy and when not exercised Beneficiary may foreclose this Deed of Trust as a mortgage. The Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

Any notices to be given to Trustor by Beneficiary hereunder shall be deemed completed and legally sufficient ten (10) days after being served upon the Trustor or thirteen (13) days after being sent by registered or certified mail to the address of the Property or to such other address as Trustor has requested in writing to the Beneficiary that such notices be sent. Any time period provided in the giving to any notice hereunder shall commence upon the tenth (10th) day after such notice is deposited in the mail.

11. Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the note secured by this Deed of Trust and obtain a personal judgment against the Trustor for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the Deed of Trust. Trustor shall be liable for and agrees to pay any deficit or deficiency resulting from said sales or actions.
12. In addition to the powers bestowed upon the Trustee by Statute and elsewhere in this indenture, the Trustee is hereby specifically empowered to execute and deliver an appropriate deed of reconveyance upon receiving satisfactory assurance that the note secured hereby, together with interest and any advance shown to have been made by or on behalf of the Beneficiary under the terms of the Trust Deed have been paid in full; and in this connection, the Trustee may consider advice in writing to such effect from First National Bank of Anchorage, or any agent subsequently authorized to collect the Promissory Note as such satisfactory evidence.
13.
  - a) The extension of credit and any other loan, secured hereby, has been made in reliance upon Trustor's ownership, management and control of the Property. Therefore, if Trustor conveys or suffers the conveyance of the Property, or if Trustor otherwise relinquishes or loses its present degree of such ownership, management or control, or if Trustor suffers the further encumbrance of the Property, then all indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. For purposes hereof, any change in the present stock of ownership or control of Trustor shall be deemed a transfer of the Property.
  - b) Beneficiary may waive its right under subparagraph 13 a) if the following conditions are met: (1) The credit and demonstrated ability to pay of the third party is satisfactory to Beneficiary; and (2) third party meets the qualifications of "applicants" under MSB 23.10.090 or subsequent acts and amendments relating thereto, and in effect at time of assumption; and (3) the third party shall assume full personal liability for payments and performance of the Note, Deed of Trust, and other security instruments; and (4) a charge for administrative costs is paid to Beneficiary.
  - c) Assumption does not release any Trustor or any successor in interest from personal liability for payment and performance of the terms and conditions of this loan.
14. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as the Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
15. Trustee accepted this trust when this Deed of Trust, duly executed and acknowledge, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor,

Beneficiary or Trustee shall be a party unless brought by Trustee.

16. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of the Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.
17. This Deed of Trust shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Deed of Trust shall be governed by the laws of the state of Alaska. The titles of sections in this Deed of Trust are not to be construed as limitations or definitions but are for identification purposes only.

IN WITNESS WHEREOF the Trustor executes this Deed of Trust and acknowledges having read all the provisions of this Deed of Trust, and each Trustor agrees to its terms.

\_\_\_\_\_  
XXXXXXXXXX, Trustor

\_\_\_\_\_  
XXXXXXXXXX, Trustor

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

)ss.

On \_\_\_\_\_, 20\_\_\_\_, XXXXXXXXXXXX, personally appeared before me,

\_\_\_\_ who is personally known to me  
\_\_\_\_ whose identity I proved on the basis of

\_\_\_\_ whose identity I proved on the oath/affirmation  
of \_\_\_\_\_, a credible witness

and acknowledged before me that he/she signed the Deed of Trust for the purposes stated therein.

(SEAL)

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

DEED OF TRUST NOTE

MSB00XXXX

\$XXXX.XX

\_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Matanuska-Susitna Borough, a municipal corporation, whose address of record is 350 E. Dahlia Avenue, Palmer, Alaska 99645, XXXXXXXXXXXXXXXXXXXX and no/100 Dollars (\$XXXX.XX), with interest thereon at the rate of XXXXXX percent ( X.X% ) per annum, from the XX day of XXXXXXXXXXXXXXX, on the balance remaining from time to time unpaid. Said principal and interest shall be payable at the Matanuska-Susitna Borough at the above address, or at such other address as the holder of this note shall request, in monthly installments of \$XXX.XX or more, including interest, commencing on or before the XX day of XXXXXXXXXXXXXXX, and on the XX day of each and every month thereafter until the entire amount of principal and interest is paid in full; PROVIDED, HOWEVER, that the entire amount of principal and interest shall be due and payable in full on or before XXXXXXXXXXXXXXX. There shall be a fifteen (15) day grace period for each monthly payment. A late fee of Fifty dollars (\$50.00) shall be due and payable on all payments received after said fifteen (15) day period.

If default be made in the payment of any installment under this note, which default is not cured within the grace period herein specified, and if all payment(s) due at such time are not made current, the entire principal and accrued interest shall at once become due and payable at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of subsequent default. If any suit or action is instituted to collect this note or any part thereof, the undersigned promise(s) and agrees(s) to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney fees in such action or suit.

Any default on the Deed of Trust securing this note will constitute a default in this note and will entitle the holder to accelerate the entire indebtedness of this note and to take such action as may be allowed by law.

The Trustor (borrower) is personally obligated and fully liable for the amount due under the Note. The beneficiary (lender) has the right to sue on the note and obtain a personal judgment against the Trustor for satisfaction of the amount due under Note either before or after a judicial foreclosure of the Deed of Trust under AS 09.45.170 – AS 09.45.220.

This note is to be construed according to the laws of the state of Alaska. This Note may not be assumed without the prior written consent of the holder, whose consent may be withheld for any reason.

This note is secured by a Deed of Trust of even date herewith on real estate situated in the XXXXXXXXXXXXXXX Recording District, Third Judicial District, State of Alaska.

XXXXXXXXXXXXX, Trustor

XXXXXXXXXXXXX, Trustor

ALL CASH  
PURCHASE AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Matanuska-Susitna Borough**, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, (hereinafter referred to as "Seller") and \_\_\_\_\_ whose address of record is \_\_\_\_\_ (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of that real property located in the \_\_\_\_\_ Recording District, State of Alaska, and more particularly described as follows:

XXXXXXXXXXXXXXXXXXXX, XXXXXX Recording District, Third Judicial District, State of Alaska.

(hereinafter referred to as "Property"); and

WHEREAS, Buyer has made an application to buy, as evidenced by the bid form dated \_\_\_\_\_, 20\_\_\_\_ and Seller is willing to sell the Property as evidenced by Matanuska-Susitna Borough Ordinance No. \_\_\_\_\_.

WHEREAS, this agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this agreement shall be governed by the laws of the state of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

NOW THEREFORE, in consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the Property on all the terms and conditions as set forth in Bid Brochure issued in accordance with Matanuska-Susitna Borough code, including adopted policies and procedures, and as more particularly set forth below:

1. PURCHASE PRICE

The Purchase Price of the Property is \_\_\_\_\_ (\$\_\_\_\_\_), and shall be paid as follows:

a. \_\_\_\_\_ (\$\_\_\_\_\_), as a portion of the down payment, representing at least five percent (5%) of the Purchase Price in the form of a certified or cashier's check or money order has been paid upon the submittal of the bid to the Seller, and shall be held by the Seller until closing, at which time the payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement or the Bid Brochure.

b. \_\_\_\_\_ (\$ \_\_\_\_\_), as the portion of the down payment now required, representing at least fifteen percent (15%) of the Purchase Price, is paid to the Seller and attached herewith, in the form of certified or cashier's check or money order, and shall be held by the Seller until closing, at which time the payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement or the Bid Brochure.

c. \_\_\_\_\_ (\$ \_\_\_\_\_), representing the balance of the Purchase Price, shall be paid, in the form of cash, certified check or money order, in full at the time of closing.

## 2. TITLE

Seller will provide an owner's title policy to Buyers as the insured. The condition of title delivered to the Buyer shall be subject to reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions of record or created by operation of law; and also subject to additional reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions indicated in the approval of sale of the subject parcel which will be created by the conveyance from the Seller to the Buyer; and further subject to governmental regulations including, but not limited to, setback, use classifications, zoning or special permit requirements and any matters including, but not limited to, existing trails or encroachments which would be disclosed by actual inspection or survey of the property. The Seller shall initiate the order for the title report from the Title Company selected by the Seller. Title shall be delivered at time of closing by quitclaim deed, which shall be issued to Buyer as:

XXXXXXXXXXXX, a(n) \_\_\_\_\_ married, \_\_\_\_\_ unmarried (woman) (man).

*Please mark appropriate status & initial here* \_\_\_\_\_

## 3. ESCROW AND CLOSING COSTS

Upon Seller's request, the Buyer will select a company to provide escrow closing services. The Seller will initiate the closing and deliver documents necessary to the Escrow Company selected by the Buyer.

In addition to the purchase price, Buyer agrees to pay all closing costs associated with this Agreement, which may include but are not limited to: recording fees, document preparation fees and escrow closing fees.

## 4. CLOSING

Buyer and Seller agree that time is of the essence and within sixty (60) days from the date this Agreement is made: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) Buyer shall pay to Seller the entire balance of the purchase price and all escrow

and closing costs; EXCEPT, in the event that a policy of title insurance with such condition of title represented as Item 2 above cannot be obtained, in which case an automatic extension of time shall be provided for a period not to exceed one hundred twenty (120) days in which to clear title. In such an event, after one hundred twenty (120) days, either the Seller or Buyer may elect to terminate the purchase contract, and all monies on deposit will be refunded to the Buyer and the Seller will be held harmless from any further obligations to the Buyer.

5. POSSESSION

Possession shall be delivered to Buyer at time of recording.

6. BREACH BY BUYER; REMEDIES OF SELLER

In the event that Buyer fails to make any payment required, or fails to execute any and all documents and papers necessary in connection with closing and transfer of title under the terms of this Agreement up to \$1,000.00 of deposits made by Buyer shall be retained by Seller and this Agreement shall be terminated. The Buyer shall be separately responsible for any cancellation fee due third parties who have provided services under the terms and conditions of this agreement.

7. DEFENSE AND INDEMNIFICATION

Buyer agrees that it shall defend, indemnify and hold harmless Seller from and against all claims, demands, judgements, costs, expenses and fines (including reasonable attorney's fees) which may arise, for any reason, from the use of or presence on the Property by Buyer, its agents, contractors or invitees.

8. HAZARDOUS MATERIAL

a. Buyer acknowledges that they have personally inspected the above-described property, and after due and diligent inquiry found no evidence of environmental contamination on or near the Property; and that the Seller, to the best of its knowledge, is unaware of any environmental contamination on or near the Property; and that the Buyer will maintain the Property in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties expressed or implied with respect to the condition of the Property, the existence or non-existence of environmental contamination or the suitability for any purpose whatsoever.

b. Buyer agrees that if the presence of hazardous material on the Property is caused or permitted by Buyer, its agents, employees, contractors, or invitees, or if contamination of the Property by hazardous materials otherwise occurs on the Property, Buyer shall defend, indemnify, and hold harmless Seller from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorneys' fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government on or under the Property. As

used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local government authority, the state of Alaska, or the United States government.

c. Nothing in this section shall be construed so as to release the Seller from liability arising as a result of its negligence or willful misconduct.

## 9. ASSIGNMENTS

This Agreement may not be assigned without the written agreement of Seller, which may be withheld for any reason. This Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns.

## 10. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both Seller and Buyer.

## 11. MISCELLANEOUS

a. Buyer agrees to comply with the Declaration of Covenants, Conditions, and Restrictions of record affecting the Property.

b. Buyer acknowledges its responsibility to inspect the property and agrees the Seller assumes no liability for matters, which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability, or profitability of the property for any use or purpose. Buyer agrees that written notice must be given Seller within thirty (30) days of signing this agreement or before closing, whichever occurs first, in order to dispute the approximate acreage figure of the parcel noted in the bid brochure. All rights to dispute acreage are waived by Buyer after expiration of the thirty (30) day period or closing, whichever occurs first.

c. Buyer agrees construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the Buyer. The Buyer further agrees to comply with all federal, state, and borough regulations regarding the use and development of the property, which includes but is not limited to; State of Alaska, Department of Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining of any area within the property designated as wetlands by the appropriate authority.



d. Buyer and Seller agree that pursuant to AS 34.70.110, the provisions of AS 34.70.010-200, Disclosures in Residential Real Property Transfers, are hereby expressly waived and shall not apply to this sale.

e. Time is of the essence in the performance of this Agreement.

This Agreement has been executed by the parties on the day and year first above written.

BUYER:

SELLER:

---

John Duffy, Borough Manager  
MATANUSKA-SUSITNA BOROUGH

TERMS  
PURCHASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Matanuska-Susitna Borough**, whose address is 350 E. Dahlia Avenue, Palmer, Alaska 99645 (hereinafter referred to as "Seller") and \_\_\_\_\_, whose address of record is \_\_\_\_\_ (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of that real property located in the \_\_\_\_\_ Recording District, State of Alaska, and more particularly described as follows:

XXXXXXXXXXXXXXXXXXXX, XXXXXX Recording District, Third Judicial District, State of Alaska.

(hereinafter referred to as "Property"); and

WHEREAS, Buyer has made an application to buy, as evidenced by bid form dated \_\_\_\_\_, 20\_\_\_\_, and Seller is willing to sell the Property as evidenced by Matanuska-Susitna Borough Ordinance No. \_\_\_\_\_.

WHEREAS, this agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this agreement shall be governed by the laws of the state of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

NOW THEREFORE, in consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the Property on all the terms and conditions as set forth in the Bid Brochure issued in accordance with Matanuska-Susitna Borough code, including adopted policy and procedures, and as more particularly set forth below:

1. PURCHASE PRICE

The Purchase Price of the Property is \_\_\_\_\_ (\$ \_\_\_\_\_), and shall be paid as follows:

a. \_\_\_\_\_ (\$ \_\_\_\_\_), as a portion of the down payment, representing at least five percent (5%) of the Purchase Price in the form of a certified or cashier's check or money order has been paid upon the submittal of the bid to the Seller, and shall be held by the Seller until closing, at which time the payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement or the Bid Brochure.

b. \_\_\_\_\_ (\$ \_\_\_\_\_), as the portion of the down payment now required, representing at least fifteen percent (15%) of the Purchase Price, is paid to the Seller and attached herewith, in the form of certified or cashier's check or money order, and shall be held by the Seller until closing, at which time the payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement or the Bid Brochure.

c. \_\_\_\_\_ (\$ \_\_\_\_\_), being the remainder of the down payment offered according to the bid, shall be paid by the Buyer at closing.

d. \_\_\_\_\_ (\$ \_\_\_\_\_), representing the balance of the Purchase Price, shall be paid by a Deed of Trust Note executed by Buyer in favor of Seller and secured by a first lien Deed of Trust on the Property, with interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, payable in \_\_\_\_\_ (\_\_\_\_) equal monthly installments.

## 2. EXAMINATION OF BUYERS FINANCIAL BACKGROUND

Buyer, at its own expense, agrees to provide Seller with the required documents as described in this section in order to allow Seller to determine Buyer's ability to meet its financial obligations under the terms of this Agreement. In the event that Seller, based upon such documents, determines that Buyer is unlikely to meet its financial obligations, this Agreement shall be terminated, and any payments heretofore made by Buyer toward the Purchase Price of the Property shall be returned to Buyer; however, any costs incurred by Buyer in connection with the submission and preparation of documents required under this section shall remain the sole responsibility of Buyer; such costs and fees, required to participate in the sale, such as credit report fees or escrow cancellation fees, remaining unpaid at the time of termination of the agreement may be paid by Seller from the monies held as a deposit and the balance shall be refunded to the Buyer.

a. Buyer has provided Seller, concurrently with the bid, authorization and payment for a credit report, outlining Buyer's credit history, issued directly to Seller from the credit reporting agency approved by Seller.

b. Buyer has provide Seller, concurrently wit the bid, written authorization for Seller to obtain written income verification from the Buyer's employer(s). The verification request includes the income being paid to Buyer and length of employment. If self-employed, a copy of Buyer's completed Internal Revenue Service income tax forms for the two most recent tax years must be submitted upon request.

c. Buyer shall provide Seller, upon request, a summary of monthly income and expenses and a current financial statement listing Buyer's total assets and liabilities. The list of assets must include the total value of personal property, the present value and location of any real property, and cash. The list of liabilities must include any outstanding financial obligations, including consumer credit, loans, promissory notes, and mortgages. Buyer shall certify that the information contained therein is true to the best of its knowledge.

3. TITLE

Seller will provide an owner's title insurance policy to Buyers as the insured. The condition of title subject to reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions of record or created by operation of law; and also subject to additional reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions indicated in approval of sale of the subject parcel which will be created by the conveyance from the Seller to the Buyer; and further subject to governmental regulations including but not limited to setback, use classification, zoning or special permit requirements and any matters including but not limited to existing trails or encroachments which would be disclosed by actual inspection or survey of the property. Buyer shall provide a standard mortgagee's policy of title insurance, to Seller as the insured, which indicates the Deed of Trust in favor of the Seller is in a first lien position upon the subject parcel. The Seller shall initiate the order for the title reports from the Title Company selected by the Seller. Title shall be delivered at time of closing by quitclaim deed, which shall be issued to Buyer as:

XXXXXXXXXXXX, a(n) \_\_\_\_\_ married, \_\_\_\_\_ unmarried (woman) (man).

*Please mark appropriate status & initial here* \_\_\_\_\_

4. ESCROW AND CLOSING COSTS

Upon Seller's request, the Buyer will select a company to provide escrow closing services. The Seller will initiate the closing and deliver documents necessary to the Escrow Company selected by the Buyer.

In addition to the purchase price, Buyer agrees to pay all closing costs in connection with this Agreement, which may include but are not limited to, recording fees, mortgage credit report, document preparation fees, escrow closing fee, mortgagee's title insurance fee, escrow collection fees (set-up and annual fees), and other fees associated with the process.

5. CLOSING

Buyer and Seller agree that within ninety (90) days from the date this Agreement is made: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) Buyer shall deposit in escrow the remaining down payment amount and all escrow and closing costs; EXCEPT, in the event that a policy of title insurance with such condition of title represented as Item 3 above cannot be obtained, in which case, an automatic extension of time shall be provided for a period not to exceed one hundred twenty (120) days in which to clear title. In such an event, after one hundred twenty (120) days, either the Seller or Buyer may elect to terminate the purchase contract, and all monies on deposit will be refunded to the Buyer and the Seller will be held harmless from any further obligations to the Buyer.

6. POSSESSION

Possession shall be delivered to Buyer at time of recording.

7. BREACH BY BUYER; REMEDIES OF SELLER

In the event that Buyer fails to make any payment required, or fails to submit or execute any and all documents and papers necessary in connection with the examination of Buyer's financial background, or with closing and transfer of title within the time periods specified in this Agreement, up to \$1,000.00 of deposits made by Buyer shall be retained by Seller and this Agreement shall be terminated. The Buyer shall be separately responsible for any cancellation fee due third parties who have provided services under the terms and conditions of this agreement.

8. DEFENSE AND INDEMNIFICATION

Buyer agrees that it shall defend, indemnify and hold harmless Seller from and against all claims, demands, judgements, costs, expenses, and fines (including reasonable attorney's fees) which may arise, for any reason, from the use of or presence on the Property by Buyer, its agents, contractors or invitees.

9. HAZARDOUS MATERIAL

a. Buyer acknowledges that they have personally inspected the above-described property, and after due and diligent inquiry, found no evidence of environmental contamination on or near the Property; and that the Seller, to the best of its knowledge, is unaware of any environmental contamination on or near the Property; and that the Buyer will maintain the Property in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties expressed or implied with respect to the condition of the Property, the existence or non-existence of environmental contamination or the suitability for any purpose whatsoever.

b. Buyer agrees that if the presence of hazardous material on the Property is caused or permitted by Buyer, its agents, employees, contractors, or invitees, or if contamination of the Property by hazardous materials otherwise occurs on the Property, Buyer shall defend, indemnify, and hold harmless Seller from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorneys' fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government on or under the Property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local government authority, the state of Alaska, or the United States government.

c. Nothing in this section shall be construed so as to release the Seller from liability arising as a result of its negligence or willful misconduct.

## 10. ASSIGNMENTS

This Agreement may not be assigned without the written agreement of Seller, which may be withheld for any reason. This Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns. The provisions contained in this Agreement with respect to the deed of trust note and deed of trust shall be binding upon and shall inure to the benefit of all parties to the same as well as subsequent owners of the Property, and the said deed of trust note and deed of trust.

## 11. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both Seller and Buyer.

## 12. MISCELLANEOUS

a. Buyer agrees to comply with the Declaration of Covenants, Conditions, and Restrictions of record affecting the Property.

b. Buyer acknowledges its responsibility to inspect the property and agrees the Seller assumes no liability for matters, which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. Buyer agrees that written notice must be given to Seller within thirty (30) days of signing this agreement or before closing, whichever occurs first, in order to dispute the approximate acreage figure of the parcel noted in the bid brochure. All rights to dispute acreage are waived by Buyer after thirty (30) days from the date of this agreement or closing, whichever occurs first.

c. Buyer agrees construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the Buyer. The Buyer further agrees to comply with all federal, state, and borough regulations regarding the use and development of the property, which includes but is not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.

d. Buyer and Seller agree that pursuant to AS 34.70.110, the provisions of AS 34.70.010-200, Disclosures in Residential Real Property Transfers, are hereby expressly waived and shall not apply to this sale.

e. Buyer acknowledges that in event of default in addition to non-judicial and judicial foreclosure remedies the forthcoming Deed of Trust Note will provide the Lender with the option to sue on the Note and obtain judgment against the Trustor for satisfaction of the amount due under the Note either before or after judicial foreclosure of the Deed of Trust under AS 09.45.170 - AS 09.45.220.

f. Time is of the essence in the performance of this Agreement.

This Agreement has been executed by the parties on the day and year first above written.

BUYER:

SELLER:

\_\_\_\_\_  
John Duffy, Borough Manager  
MATANUSKA-SUSITNA BOROUGH

2008-2009 OTC Land Sale  
Project No. 09-012  
Parcel No. XX-XXX  
MSB00XXXX

### QUITCLAIM DEED

The GRANTOR, **Matanuska-Susitna Borough**, a municipal corporation organized and existing under the laws of the state of Alaska, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, for Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and quitclaims to the GRANTEE(S), \_\_\_\_\_, a(n) (un)married \_\_\_\_\_, whose address of record is \_\_\_\_\_, (a one-half undivided interest) and \_\_\_\_\_ a(n) (un)married \_\_\_\_\_, whose address of record is \_\_\_\_\_, (a one-half undivided interest, as (Tenants in Common) (husband and wife, Tenants by the Entirety) all interest it has, if any, in the following described real property:

(Legal Description) \_\_\_\_\_ Meridian, located in the \_\_\_\_\_ Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto;

RESERVING UNTO THE GRANTOR, its successors and assigns,

SUBJECT TO all reservation, exceptions, easements, covenants, conditions, restrictions, and plat notes of record.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

GRANTOR:

MATANUSKA-SUSITNA BOROUGH,  
a municipal corporation by:

ATTEST: LONNIE MCKECHNIE  
Borough Clerk

JOHN DUFFY  
Borough Manager

(SEAL)



GRANTEES' ACCEPTANCE

\_\_\_\_\_, GRANTEE

\_\_\_\_\_, GRANTEE

GRANTOR'S ACKNOWLEDGMENT

STATE OF ALASKA   )  
                                  )ss.  
Third Judicial District   )

On \_\_\_\_\_, 200\_\_, John Duffy, manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the Quitclaim Deed on behalf of the municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

GRANTEE'S ACKNOWLEDGMENT

STATE OF ALASKA   )  
                                  )ss.  
THIRD JUDICIAL DISTRICT   )

On \_\_\_\_\_, 200\_\_, \_\_\_\_\_, personally appeared before me,

\_\_\_\_\_  
who is personally known to me  
whose identity I proved on the basis of

\_\_\_\_\_  
whose identity I proved on the oath/affirmation  
of \_\_\_\_\_, a credible witness

and acknowledged before me that he/she signed the Quitclaim Deed for the purposes stated therein.

(SEAL)

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Return to: GRANTEE

DEED OF TRUST

This Deed of Trust is made \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, (hereinafter referred to as "Trustor"), whose address is \_\_\_\_\_, and \_\_\_\_\_, (hereinafter referred to as "Trustee"), and the **Matanuska-Susitna Borough**, a municipal corporation, (hereinafter referred to as "Beneficiary"), whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645.

Trustor hereby irrevocably grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the following described real property:

XXXXXXXXXXXXXXXXXXXX, XXXXXX Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof (hereinafter referred to as "Property"), subject, however, to the right, power and authority herein given and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_), according to the terms of a Deed of Trust note of even date herewith, payable to Beneficiary or order and made by Trustor, the terms and duration of which are incorporated herein by reference.

A. To protect the security of this Deed of Trust, the Trustor covenants and agrees as follows:

1. To pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments that are next due on the note, on the \_\_\_\_\_ ( ) day of each month prior to maturity.
2. To pay to the Beneficiary the monthly payments payable under the terms of the note secured hereby, on the \_\_\_\_\_ ( ) day of each month until said note is fully paid. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Trustor agrees to pay with such payment, a late fee of fifty dollars (\$50.00) which will be added to each such late payment.

3. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring or permitting any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value. The specific enumerations herein shall not be construed so as to exclude the general.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Property.
5. To defend, indemnify and hold harmless Beneficiary and Trustee from and against all claims, demands, judgements, costs, expenses and fines (including reasonable attorney's fees) which may arise, for any reason, and from the use of or presence on the Property by Trustor, its agents, contractors, invitees, or from any default by Trustor hereunder.
6. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Trustor will, at all times, indemnify from, and on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust and shall be due and payable on demand. To pay all cost of suit, cost of evidence of title, and reasonable attorney's fees in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
7. To pay at least ten (10) days before delinquent any rents, taxes, assessments and encumbrances, charges or liens with interest, that may be now or hereafter levied, assessed or claimed upon the Property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable cost, fees, and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Trustor, and Beneficiary shall not be liable to Trustor for a failure to exercise any such option.

To repay immediately on written notice to Trustor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Trustor for the recovery of such expenditure or advance and interest thereon, and in such action, together with reasonable attorney's fees.

B. It is mutually agreed that:

1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof; may:
  - a. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
  - b. Commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee;
  - c. Pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and
  - d. In exercising any such powers, incur any liability, expend whatever amounts in absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay reasonable fees.
2. Should the Property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in, and prosecute, in its own name, any action or proceeding, or make any compensation, awards, or other relief therefor. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby, as it may elect. Trustor agrees to execute such further assignments of any compensation, award damages, rights of action, and proceeds as Beneficiary or Trustee may require.
3. Trustor, during the term of this Deed of Trust, shall not subdivide the Property except as approved in advance by the Beneficiary; nor shall Trustor encumber the Property with any obligation, which, in the judgement of Beneficiary or Trustee, appears to be prior or superior to Beneficiary's interest in or rights to the Property.
4. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
5. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge, after due and diligent inquiry, no hazardous substances or wastes are located on or are being stored on the Property, or any adjacent property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware: a) that the Property or any adjacent property is being, may be, or has been contaminated with hazardous wastes or substances, or b) of the existence of hazardous substances or wastes on the Property or adjacent property. Trustor will not cause or permit any activities in connection with the Property, which directly or indirectly could result in the Property, or any other property being contaminated with hazardous wastes or substances. For purposes of this Deed of Trust, the term "hazardous wastes or substances" means any substance or material defined, listed or designated as hazardous, toxic or radioactive, or other similar term, by an applicable federal, state or local statute, regulations or ordinance now or hereafter in effect, and as they may be amended or

interpreted from time to time.

6. At Trustor's expense, Trustor shall promptly comply with all federal, state and local statutes, regulations and ordinances, and with all orders, decrees or judgements of governmental authorities or courts having jurisdiction relating to the ownership, use, generation, storage, handling, treatment, transport, disposal, existence, removal or clean-up of hazardous wastes or substances in, on, under or adjacent to or in the vicinity of the Property. Beneficiary may, but shall not be obliged to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary. Whether or not Trustor has actual knowledge of the existence of hazardous wastes or substances, in, on, or under the Property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. These provisions are in addition to such other certificates, agreements and indemnity as Trustor or others may have furnished to Beneficiary, with regard to hazardous substances.
7. At any time upon written request of Beneficiary, payment of its fees, and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness, Trustee may consent to the making of a map or plat of said Property; join in the granting of any easement or creating of any restriction thereon; join in agreements affecting the lien thereof; reconvey, without warranty, all or any part of the Property.
8. The collections of rents, issues, and profits, or compensation or awards for the taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
9. On written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust and Note to Trustee for cancellation and on payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals and any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
10. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and on written request therefor by Beneficiary specifying the nature of the default or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause to be sold the Property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein the Property or some part thereof is situated, and shall cause notice and publication as required by the laws of the state of Alaska.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at

public auction to the highest and best bidder for cash in lawful money of United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of sale, in order of priority, to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at \_\_\_\_\_ percent (\_\_\_\_ %) per annum; to all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

The power of sale conferred by this Deed of Trust is not an exclusive remedy and when not exercised Beneficiary may foreclose this Deed of Trust as a mortgage. The Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

Any notices to be given to Trustor by Beneficiary hereunder shall be deemed completed and legally sufficient ten (10) days after being served upon the Trustor or thirteen (13) days after being sent by registered or certified mail to the address of the Property or to such other address as Trustor has requested in writing to the Beneficiary that such notices be sent. Any time period provided in the giving to any notice hereunder shall commence upon the tenth (10th) day after such notice is deposited in the mail.

11. Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the note secured by this Deed of Trust and obtain a personal judgement against the Trustor for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the Deed of Trust. Trustor shall be liable for and agrees to pay any deficit or deficiency resulting from said sales or actions.
12. In addition to the powers bestowed upon the Trustee by Statute and elsewhere in this indenture, the Trustee is hereby specifically empowered to execute and deliver an appropriate deed of reconveyance upon receiving satisfactory assurance that the note secured hereby, together with interest and any advance shown to have been made by or on behalf of the Beneficiary under the terms of the Trust Deed have been paid in full; and in this connection, the Trustee may consider advice in writing to such effect from First National Bank of Anchorage, or any agent subsequently authorized to collect the Promissory Note as such satisfactory evidence.
13. a) The extension of credit and any other loan, secured hereby, has been made in reliance upon Trustor's ownership, management and control of the Property. Therefore, if Trustor conveys or suffers the conveyance of the Property, or if Trustor otherwise relinquishes or loses its present degree of such ownership, management or control, or if Trustor suffers the further encumbrance of the Property, then all indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and

payable. For purposes hereof, any change in the present stock of ownership or control of Trustor shall be deemed a transfer of the Property.

- b) Beneficiary may waive its right under subparagraph 13 a) if the following conditions are met: (1) The credit and demonstrated ability to pay of the third party is satisfactory to Beneficiary; and (2) third party meets the qualifications of "applicants" under MSB 23.10.090 or subsequent acts and amendments relating thereto, and in effect at time of assumption; and (3) the third party shall assume full personal liability for payments and performance of the Note, Deed of Trust, and other security instruments; and (4) a charge for administrative costs is paid to Beneficiary.
  - c) Assumption does not release any Trustor or any successor in interest from personal liability for payment and performance of the terms and conditions of this loan.
14. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as the Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
15. Trustee accepted this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
16. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of the Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.
17. This Deed of Trust shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Deed of Trust shall be governed by the laws of the state of Alaska. The titles of sections in this Deed of Trust are not to be construed as limitations or definitions but are for identification purposes only.

IN WITNESS WHEREOF the Trustor executes this Deed of Trust and acknowledges having read all the provisions of this Deed of Trust, and each Trustor agrees to its terms.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Trustor

STATE OF ALASKA            )  
  )ss.  
Third Judicial District        )

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, personally appeared before me,

\_\_\_\_\_ who is personally known to me

\_\_\_\_\_ whose identity I proved on the basis of  
\_\_\_\_\_.

\_\_\_\_\_ whose identity I proved on the oath/affirmation  
of \_\_\_\_\_, a credible witness

and acknowledged before me that he/she signed the \_\_\_\_\_ for the purposes stated therein.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska

My commission expires: \_\_\_\_\_

RETURN TO:

MATANUSKA-SUSITNA BOROUGH  
LAND MANAGEMENT DIVISION  
350 E. DAHLIA AVENUE  
PALMER, ALASKA 99645



DEED OF TRUST NOTE

MSB00XXXX

\$ \_\_\_\_\_, 20 \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the **Matanuska-Susitna Borough**, a municipal corporation, whose address of record is 350 E. Dahlia Avenue, Palmer, Alaska 99645, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with interest thereon at the rate of \_\_\_\_\_ percent ( %) per annum, from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on the balance remaining from time to time unpaid. Said principal and interest shall be payable at the Matanuska-Susitna Borough at the above address, or at such other address as the holder of this note shall request, in monthly installments of \$ \_\_\_\_\_ or more, including interest, commencing on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and on the \_\_\_\_\_ day of each and every month thereafter until the entire amount of principal and interest is paid in full; PROVIDED, HOWEVER, that the entire amount of principal and interest shall be due and payable in full on or before \_\_\_\_\_, 20\_\_\_\_. There shall be a fifteen (15) day grace period for each monthly payment. A late fee of Fifty dollars (\$50.00) shall be due and payable on all payments received after said fifteen (15) day period.

If default be made in the payment of any installment under this note, which default is not cured within the grace period herein specified, and if all payment(s) due at such time are not made current, the entire principal and accrued interest shall at once become due and payable at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of subsequent default. If any suit or action is instituted to collect this note or any part thereof, the undersigned promise(s) and agrees(s) to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney fees in such action or suit.

Any default on the Deed of Trust securing this note will constitute a default in this note and will entitle the holder to accelerate the entire indebtedness of this note and to take such action as may be allowed by law.

The Trustor (borrower) is personally obligated and fully liable for the amount due under the Note. The beneficiary (lender) has the right to sue on the note and obtain a personal judgement against the Trustor for satisfaction of the amount due under Note either before or after a judicial foreclosure of the Deed of Trust under AS 09.45.170 - AS 09.45.220.

This note is to be construed according to the laws of the state of Alaska. This Note may not be assumed without the prior written consent of the holder, whose consent may be withheld for any reason.

This note is secured by a Deed of Trust of even date herewith on real estate situated in the \_\_\_\_\_ Recording District, Third Judicial District, State of Alaska.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Trustor

## DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

The Matanuska-Susitna Borough, a municipal corporation organized and existing under the laws of the state of Alaska (hereinafter "Declarant"), as owner of real property classified as "Agricultural lands" by adoption on \_\_\_\_\_ of Matanuska-Susitna Borough Ordinance Serial Number \_\_\_\_\_, does hereby declare and impose these covenants, conditions, and restrictions on the real property described in "Exhibit A" attached hereto, in order to promote the agricultural use and development of the subject real property. This declaration of covenants, conditions and restrictions so declared are perpetual and shall run with the land and be binding on all parties coming under them hereafter, including all successors and assigns.

### DEFINITIONS

**Farm Unit:** The individual parcels described in this declaration, each to be conveyed as a single farm unit.

**Farm Sub-Units:** The parcels later created within the boundary of a Farm Unit.

**Improvement Sites:** The areas within a Farm Unit, or subsequent Farm Sub-Unit, that must be designated as the location for all real property improvements and the non-agricultural development permitted by this declaration.

**Primary Improvement Site:** The one (1) designated improvement site within a Farm Unit, or subsequent Farm Sub-Unit, in which the farm headquarters, residential use, and home-based business use, including associated well and septic systems, shall be located.

**Real Property Improvements:** Any structural improvement that is built or located upon the land in a fixed, permanent, or immovable state. For the purposes of this declaration, farm fencing, irrigation wells and systems, utility service lines (aerial or buried), farm field roads, and public infrastructure located in public use easements or right-of-ways are not considered as real property improvements that must be located within the designated Improvement Sites.

**Agricultural Development:** The development of the land for Agricultural Purposes.

**Agricultural Purposes:** The production and harvest, for commercial or personal use, of plants, animals, birds, fish, bees, and other organisms by humans to provide food, fuel, fiber, shelter, clothing, energy and aesthetics, and including:

Real property improvements used in the care, housing, processing, and storage of the agricultural assets, EXCEPT that kennels and catteries are not considered an agricultural purpose;  
Other land improvements that are reasonably required for or related to agricultural development;  
and

The personal use of gravel resources located within the Farm Unit for development within the Farm Unit boundary; and

The removal and disposition of timber located within the Farm Unit in order to bring the land into agricultural production.

**Residential Use:** Any Real Property Improvement that is used as living quarters by the landowner(s) or farm laborers employed on the Farm Unit, and including members of their immediate family residing with them.

**Home-Based Business Use:** A business activity carried out on the same Improvement Site as a Residential Use, being located in a residential structure or a detached appurtenance, that is clearly incidental and subordinate to the agricultural development. Examples of such a use may include professional service businesses, bed and breakfast or farm-stay businesses, and kennel and cattery businesses for boarding or breeding.

## LAND USE RESTRICTIONS

1. The farm headquarters, residential use, and home-based business use, including associated well and septic systems, shall be located within one (1) Improvement Site that is identified as the Primary Improvement Site. Additional Improvement Sites may be indicated within the Farm Unit but are strictly limited to facilities necessary to the agricultural development of the Farm Unit and shall not include residential or home-based business uses as defined herein. The aggregate area of all Improvement Sites may not exceed five (5) acres, unless specifically authorized by the Matanuska-Susitna Borough Manager.
2. The Borough Manager may authorize designated Improvement Sites in an aggregate area larger than five (5) acres when the additional area is needed for unusual or larger scale real property improvements necessary for agricultural development of the parcel.
3. The designated Improvement Site(s) must be identified prior to construction of the real property improvement(s) by the Farm Unit purchaser/owner submitting location map(s) on a form, approved by the borough manager, that is acceptable for recording. The location and size of each designated Improvement Site, including the Primary Improvement Site, shall be indicated on the map. A "Notice of Designated Improvement Sites" that includes a copy of the location map(s) as approved by the Borough Manager shall be recorded in the office of the district recorder at the expense of the Farm Unit purchaser/owner. The Notice of Designated Improvement Sites, most recently accepted by the Borough Manager and recorded, may be used as a basis for enforcing the covenants, conditions and restrictions herein. The size and location of the Improvement Sites may be amended prior to construction of improvements within designated Improvement Sites. An "Amended Notice" shall be recorded in the same manner as the original "Notice".
4. Requests to amend or enlarge the designated Improvement Sites, including the fees to process such a request shall be submitted to the Matanuska-Susitna Borough, Land Management Division. The Borough Manager may impose such conditions of use on the additional acreage authorized as deemed prudent and necessary based on a review of the intended uses. A notice of the authorization of sites larger than five (5) acres aggregate and any special conditions of use shall be recorded as a part of the

original "Notice" or as an "Amended Notice" in the records of the district recorder in the same manner as the "Notice".

5. The development of condominiums or co-operatively owned apartments within any area of the Farm Unit is prohibited.
6. The excavation or removal of any natural deposits of gravel, sand, rock, peat or similar natural resource materials located within the Farm Unit for the purposes of sale, trade, barter, or exchange is prohibited.
7. All development and uses within the Farm Unit shall conform to all federal, state, and local laws, regulations, and codes.

#### **SUBDIVISION RESTRICTIONS**

1. The Farm Unit may not be subdivided for a period of ten (10) years from the date the sale documents from the Matanuska-Susitna Borough conveying the Farm Unit to the purchaser are recorded in the office of the district recorder.
2. After the expiration of ten (10) years as set forth herein, a Farm Unit larger than 80 acres in size may be subdivided. The Farm Unit may not be divided into parcels less than 40 acres in size. No more than a total of four (4) parcels may result within the boundary of the Farm Unit. Parcels created from the Farm Unit by subdivision may not be further subdivided and will be identified as Farm Sub-Units.
3. A parcel subdivided from the Farm Unit will continue to come under this Declaration of Covenants, Conditions, and Restrictions.
4. Subdivision of the Farm Unit must meet the subdivision code and regulations in place at the time such subdivision occurs.
5. Each Farm Sub-Unit shall be authorized to designate not more than an aggregate of five (5) acres for Improvement Sites that may include one (1) Primary Improvement Site. The five (5) acre limit shall include any designated Improvement Sites located within the boundary of the Farm Sub-Unit previously existing under the rules for the Farm Unit, unless such site has not been utilized and its location is released by an approved amendment.

#### **DEVELOPMENT REQUIREMENTS**

The Farm Units have been classified under MSB 23.05.100 as "Agricultural Lands" because they are recognized as land that "because of soils, location, physical or climatic features, or adjacent development are presently or potentially valuable for the production of agricultural crops". Any agricultural potential of the Farm Units shall be enhanced by land and water stewardship practices that minimize adverse environmental impacts. An implementation schedule for the development of each Farm Unit is not required and will not be enforced.

## WASTE

Development methods shall not waste the topsoil and other natural resources of the Farm Unit nor shall it diminish the agricultural potential of the Farm Unit.

## AMENDMENT OR MODIFICATION

This Declaration of Covenants, Conditions and Restrictions is intended to be perpetual. The Matanuska-Susitna Borough Assembly having imposed these conditions under Ordinance Serial Number \_\_\_\_\_ may amend or modify the Covenants, Conditions and Restrictions by subsequent ordinance upon written petition, signed by the owners of record of no less than 70 % of the existing Farm Units and Farm Sub-Units affected by this Declaration at the time the petition is presented, and upon a public hearing, provided the amendment or modification shall apply equally to all Farm Units and Farm Sub-Units.

## INTERPRETATION

The provisions of these covenants, conditions, and restrictions shall be liberally construed to effect the purpose of encouraging agricultural development. Failure to enforce any provision shall not constitute a waiver of the right to enforce such provision or any other provision herein. Any conflicts in interpretation arising between this declaration and other covenants, conditions, and restrictions of record or zoning that may affect a Farm Unit or Farm Sub-Unit shall be adhered to based on the more restrictive interpretation.

## ENFORCEMENT

This Declaration of Covenants, Conditions, and Restrictions may be enforced only by a civil action brought by the Matanuska-Susitna Borough, its successors or assigns; or a local municipality or city in which the Farm Unit or Farm Sub-Unit is located; or an owner of a Farm Unit or Farm Sub-Unit affected by this declaration; or an owner of adjacent land adversely affected by the failure of a Farm Unit or Farm Sub-Unit owner(s) to adhere to the covenants, conditions and restrictions herein. A civil action may be filed after the plaintiff has notified the Farm Unit or Farm Sub-Unit owner(s), in writing by certified mail or personal service, of the particular violations of this Declaration at least 90 days before the civil action is undertaken. Enforcement under this section shall not limit the ability of a party to seek injunctive relief on an expedited basis when life, health or safety is an issue.

IN WITNESS WHEREOF, this declaration is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the undersigned on behalf of the Matanuska-Susitna Borough under authority granted by the laws of the State of Alaska and the Matanuska-Susitna Borough.

ATTEST:

MATANUSKA-SUSITNA BOROUGH

\_\_\_\_\_, Borough Clerk

\_\_\_\_\_, Borough Manager

(SEAL)

STATE OF ALASKA                    )  
  )ss.  
Third Judicial District            )

On \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Borough Manager of the  
Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that  
he signed the Declaration of Covenants, Conditions and Restrictions on behalf of the municipal  
corporation.

(SEAL)

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

EXHIBIT A

THE LEGAL DESCRIPTIONS OF ALL PARCELS  
IN THE AGRICULTURAL LAND SALE  
WILL BE INSERTED PRIOR TO THIS DOCUMENT RECORDING

